



North Central Accountable Community of Health

Governing Board Special Meeting 11:00 AM-12:00 PM December 17th, 2021

Location Virtual Meeting Only	Call-in Details Join Zoom Meeting https://us02web.zoom.us/j/88232846333?pwd=cVNrTEswSS8vLzE1Y0VhNFZwUT09 Meeting ID: 882 3284 6333 Passcode: 703497 Dial by your location +1 253 215 8782 US (Tacoma) Meeting ID: 882 3284 6333
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TIME	AGENDA ITEM	PROPOSED ACTIONS	ATTACHMENTS
11:00 AM	Introductions - Molly Morris <ul style="list-style-type: none">Zoom EtiquetteBoard Roll CallDeclaration of ConflictsPublic Comment		
11:05 AM	Acting Executive Director 2022 Contract Discussion and Board Decision - Molly Morris	Board Decision – Approval of 2022 Acting Executive Director Contract	<ul style="list-style-type: none">Acting ED ContractActing ED Job DescriptionResolution
12:00 PM	Adjournment - Molly Morris		



Acting Executive Director Employment Agreement

This Employment Agreement ("Agreement") is between the North Central Accountable Community of Health ("NCACH") a Washington non-profit corporation, and John Schapman ("Schapman").

RECITALS:

- A. WHEREAS, NCACH requires an Acting Executive Director to manage the administrative functions of NCACH;
- B. WHEREAS, Schapman represents that he possesses the professional experience and expert skill and is qualified to perform the required services; and
- C. WHEREAS, NCACH desires to employ Schapman as NCACH's Acting Executive Director upon the terms and conditions hereinafter set forth, and Schapman is willing to accept employment upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy of which consideration hereby acknowledged, NCACH and Schapman hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Scope of Services: NCACH hereby employs Schapman as Acting Executive Director of NCACH to perform the services as outlined below (collectively "Services"):

- a. Represent NCACH with community and sector leaders in the North Central region of Washington State (NCACH service territory).
- b. Actively advocate for the goals and interests of NCACH region and its partners with state agencies and represent NCACH at local and state-wide meetings.
- c. Facilitate the development and maintenance of a governance structure that supports the vision of NCACH and the needs of our region.
- d. Support the Board of Directors to facilitate their decision-making processes.
- e. Ensure NCACH's compliance with state and other regulatory requirements. Manage the organization's infrastructure including planning, finances, use of technology, program development and evaluation, and human resources.



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- f. Effectively manage NCACH's budget and fiscal transactions to ensure the most efficient use of NCACH resources and compliance with all applicable requirements
- g. Identify and negotiate any ongoing operational support needed to maintain an effective, efficient organization.
- h. Create an effective work team, supervise and support NCACH staff.
- i. Other duties and responsibilities as outlined in the Acting Executive Director Job Description, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

Schapman hereby agrees to perform the Services upon the terms and conditions hereinafter set forth. Schapman's employment start date as Acting Executive Director is on January 1, 2022.

1.2 Service Standards. Schapman shall perform the Services with due diligence in a good and competent manner in accordance with the standards, practices, and procedures that would be reasonably expected from an experienced service provider in the industry or profession for the areas anticipated by this Agreement.

1.3 Policies and Procedures. In the performance of the Services, Schapman will be guided by and will comply with NCACH's Policies and Procedures, including the Personnel Handbook, unless the Policies and/or Procedures conflict with any applicable law, ordinance or regulation. In the event a Policy or Procedure conflicts with any applicable law, ordinance or regulation, Schapman shall comply with the applicable law, ordinance or regulation.

1.4 Reporting. Schapman shall report to the NCACH Board of Directors ("Board") through the Board Chair on such frequency as the Board shall reasonably determine. Schapman, as the Acting Executive Director, is an ex-officio member of the Board and all committees. Schapman shall attend all regular and special Board meetings and other meetings as the Board may reasonably request. Schapman shall report directly to and take direction from the Board and no other NCACH employee.

1.5 Schedule. Schapman is expected to work the time necessary to perform the Services for NCACH, but primarily during normal business hours based upon a standard forty (40) hour work week.

1.6 Outside Employment or Volunteer Activities. Schapman agrees to comply with NCACH's Conflict of Interest Policy. Any outside employment or volunteer activity that Schapman may perform during his employment at NCACH must be reported to the Board and shall not conflict with the duties of Schapman, shall not reflect negatively on, nor damage the credibility of NCACH, and shall not reduce the ability of NCACH to achieve its stated mission.

ARTICLE 2 - COMPENSATION

2.1 Base Salary Compensation. For the performance of the Services, NCACH shall pay Schapman a base salary compensation of One Hundred and Thirteen Thousand Dollars (\$113,000.00) yearly, minus

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any and all necessary deductions or withholdings. Schapman is eligible for annual merit increases based upon performance and NCACH policy, and as approved by the Board. Additionally, compensation will be reviewed if and when the position become an Executive Director position. Payment of compensation shall be made in equal installments according to the regular payroll payment schedule of NCACH. Compensation begins with the actual start date of Schapman's employment as Acting Executive Director.

2.2 Benefits. In addition to the base salary compensation above, Schapman shall be entitled to the benefits consistent with those provided for NCACH employees at the time of employment, or any changes implemented thereafter. A summary of current benefits is described in detail in the NCACH Personnel Handbook.

2.3 Paid Time Off. Paid time off (PTO) and sick leave will be accrued in accordance with NCACH Policies and applicable laws. Additionally, on January 1, 2022, Schapman shall be given 160 hours of PTO in his bank. The additional 160 hours of PTO shall be a one-time benefit for the purpose of transitioning employment from the Chelan Douglas Health District. The use and payment of PTO and sick leave will be in compliance with NCACH Policies and applicable laws. NCACH recognizes Schapman's prior 5.15 years of service (61.8 months) at NCACH through the Chelan Douglas Health District. Therefore, for the purposes of PTO accrual or any other benefit accrual Schapman is entitled to under this Agreement which utilizes years of services, Schapman shall start his employment start date, January 1, 2022, with 5.15 years of service (61.8 months) at NCACH.

2.4 Costs and Expenses. NCACH agrees to reimburse Schapman for reasonable businesses expenses in connection with the business of NCACH, including travel (other than commuting to the office from Employee's residence), lodging and meals while traveling, cell phone usage, business meals, etc. These costs will be limited to the amounts presented in the annual budget or as approved by the Board.

2.5 Liability Insurance Coverage and Legal Expenses. NCACH shall provide for liability insurance coverage and reimbursement of any legal fees incurred by Schapman in connection with the scope of Schapman's employment as the Acting Executive Director, with the exception of any legal expenses that arise out or disputes involving the operation of this Agreement or from any alleged illegal activities on the part of Schapman, or any legal expenses incurred by Schapman in claims or potential claims against NCACH.

ARTICLE 3 – TERM

The term of this Agreement is for one (1) year and shall commence on January 1, 2022 and end December 31, 2022, unless earlier terminated in accordance with the provisions herein ("Term"). Additionally, this Agreement may be renewed for one or more terms, or the position may be modified from and Acting Executive Director to an Executive Director position by executing a new agreement prior to December 31st, 2022.

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ARTICLE 4 – PERFORMANCE EVALUATION

Schapman shall receive an evaluation of work performance conducted by the Board prior to the end of the Term of this Agreement. Following the performance evaluation, the Board in its sole discretion, may determine whether this Agreement be renewed, or whether the position be modified from an Acting Executive Director to an Executive Director position.

ARTICLE 5 – TERMINATION

5.1 Termination for Cause. NCACH may terminate this Agreement for good cause immediately or if, in NCACH's sole discretion, it is determined that Schapman materially breached this Agreement. For purposes of this Agreement, "good cause" shall include but is not limited to, material breach of this Agreement, dishonesty, fraud, commission of a felony or of a crime involving moral turpitude, destruction or theft of Employer property, physical attack to a fellow employee, intoxication at work, use of narcotics or alcohol or other substances to an extent that materially impairs Schapman's performance of his duties, willful malfeasance or gross negligence in the performance of Schapman's duties, violation of law in the course of employment that has a material adverse impact on NCACH or its employees, Schapman's failure or refusal to perform Schapman's duties, Schapman's failure or refusal to follow reasonable instructions or directions, misconduct materially injurious to NCACH, neglect of duty, poor job performance, or any material breach of Schapman's duties or obligations to NCACH that results in material harm to NCACH. If NCACH terminates this Agreement for good cause, no additional compensation beyond the termination date shall be owed to Schapman

5.2 Termination without Cause. This Agreement may be terminated at any time without good cause by either party upon sixty (60) days written notice to the other party. If NCACH terminates this Agreement pursuant to this Section, Schapman shall be paid additional compensation in the sum of three (3) months of Base Salary Compensation stated in this Agreement from the effective date of termination, or the remainder of the compensation due under the contract term, whichever is less. The additional compensation shall be paid in a lump sum or according to the regular payroll payment schedule of NCACH.

5.3 Disability or Death of Schapman. NCACH may terminate this Agreement immediately if Schapman becomes permanently disabled. For purposes of this Agreement, Schapman will be considered "permanently disabled" if, for a continuous period of 180 days or more, Schapman has been unable to perform the essential functions of the job (even with reasonable accommodation) because of one or more mental or physical illnesses and/or disabilities, provided that NCACH shall grant additional unpaid leave to the extent required by law. This Agreement shall terminate automatically upon Schapman's death.

5.4 Obligations on Termination. On the termination date or expiration date of this Agreement, Schapman shall immediately cease performance except as may be authorized by NCACH. Schapman shall

return all keys, credit cards, documents and other materials that belong to NCACH by the termination date or expiration date, or earlier if requested by NCACH.

5.5 Survival. Notwithstanding the expiration or termination of this Agreement, the rights and obligations that by their sense and context survive the termination or expiration of this Agreement will so survive.

ARTICLE 6 – CONFIDENTIALITY

6.1 Proprietary information. Schapman will not, either during or after performance of the Services, except as required in the performance of the Services or with the prior written consent of NCACH, communicate or divulge to, or use for the benefit of Schapman or any other person, firm, association, or corporation, any proprietary information of NCACH. Schapman acknowledges and agrees that the proprietary information may include information that Schapman develops as well as information that Schapman learns from NCACH. As used in this Section, proprietary information shall include, but is not limited to:

- a. All information developed by Schapman for NCACH during any term of this Agreement, alone or with others;
- b. All information entrusted to NCACH by its partners, clients or others;
- c. All agreements with NCACH and the information contained therein;
- d. All NCACH manuals, policies, procedures, forms, records and files,
- e. All NCACH trade secrets, know-how, and purchasing, accounting, and marketing information; and
- f. All NCACH employee information.

6.2 Cooperation Regarding Claims. If any claim is asserted by or against NCACH as to which Schapman has relevant knowledge, Schapman shall cooperate with NCACH in the prosecution or defense of that claim, including by providing truthful information and testimony as requested by NCACH. This Section survives termination or expiration of this Agreement.

ARTICLE 7 – NOTICES

Unless otherwise notified in writing, each party shall send notices and other communications to the other party at the address shown below:

To NCACH: Board of Directors

To Schapman: John Schapman

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ARTICLE 8 – DISPUTES

8.1 Amicable Resolution. NCACH and Schapman agree to work together to establish a culture of joint governance and to promote a culture of no fault/no blame. NCACH and Schapman will endeavor to resolve all disputes amicably.

8.2 Mediation. If the dispute cannot be resolved, then either party may request mediation that, unless the parties agree otherwise, shall be administered by the American Arbitration Association subject to their Commercial Arbitration and Mediation Procedures ("AAA Rules") in effect on the date of this Agreement. A request for mediation shall be made in writing and delivered to the other party and filed with the person or entity administering the mediation. Mediation shall be a condition precedent to any lawsuit. Mediation shall take place in Wenatchee, Washington.

8.3 Venue. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the state courts in Chelan County, Washington.

8.4 Independent Legal Counsel. Schapman agrees and represents that by entering into this Agreement, Schapman has relied on his own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements of NCACH, its agents, employees, officials, and/or any person representing NCACH other than those statements contained herein. Krystal N. Frost, of Davis, Arneil Law Firm, LLP (respectively "Frost" and "DALF"), have represented NCACH in the preparation of this Agreement. Schapman acknowledges that Frost and DALF have not represented the Schapman in the negotiation, review, or preparation of this Agreement. Schapman acknowledges that he has consulted or has had an adequate opportunity to consult with independent legal counsel of his own choosing in the negotiation, review and preparation of this Agreement. Because both parties have either been represented by legal counsel or have had adequate opportunity to be represented by legal counsel in the preparation of this Agreement, neither party shall be construed as the drafter of this Agreement.

ARTICLE 9- MISCELLANEOUS

9.1 Incorporation of Recitals. The Recitals appearing at the beginning of this Agreement are incorporated herein by reference.

9.2 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior negotiations. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.



9.3 Counterparts and Digitally-Transmitted Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, and proof of execution may be exchanged by digital means such as facsimile or electronically-mailed .pdf files.

9.4 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Washington.

9.5 No third-party beneficiaries. This Agreement shall create no rights in any party other than NCACH and Schapman and no other party is intended to be a third-party beneficiary of this Agreement, except as may be specifically indicated herein.

9.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

9.7 Assignment. None of the Services covered by this Agreement shall be subcontracted or assigned to any third party without the prior written consent of NCACH. Such approval or consent will not relieve Schapman of his obligations under this Agreement. NCACH reserves the right to object and to immediately terminate this Agreement if Schapman subcontracts or assigns any Service provided pursuant to this Agreement to any third party who is hired or retained without NCACH's prior written consent.

9.8 Attorney's Fees. In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

9.9 Headings. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

9.10 Severability. In the event that any of the provisions of this Agreement are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

9.11 NCACH Resolution. This Agreement is entered into by NCACH pursuant to Resolution No. _____, adopted at a meeting of its Board held on _____.



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IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below:

John Schapman
Acting Executive Director

Molly Morris, Board Chair
North Central Accountable Community of Health

Date

Date

DRAFT

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North Central Accountable Community of Health • 200 Valley Mall Parkway, East Wenatchee, WA 98802 • 509-886-6400



ACTING EXECUTIVE DIRECTOR

Position Overview

Salary: \$97,290 – \$136,421

Hours: 40 hours/week (100% FTE), may include evening or weekend hours

Status: Regular, full-time, with benefits,

Work Location: In North Central Region

Summary Description

Do you get excited about the prospect of working on systems change to improve community health and wellbeing? Are you persistent and comfortable in the face of uncertainty? Bring your can-do spirit to our creative and adaptive team as we work with communities across our rural region to improve the health and wellbeing of residents in North Central Washington.

The primary role of the NCACH Executive Director is to provide professional leadership in improving systems of care and the health of residents in North Central Washington. The Executive Director makes professional and technical decisions, exercising considerable independence in decision making on complex and significant issues which impact overall health improvement efforts in the region and how NCACH operations can directly contribute to the work. The Executive Director must be a highly professional, dynamic and effective leader with a broad understanding of health, including the social determinants of health, the health care system and the state agencies involved in initiatives that improve whole person health.

Essential Functions

The Executive Director makes professional and technical decisions, exercising considerable independence in decision making on complex and significant issues which impact health in North Central Washington, and NCACH's involvement in that work.

- Thinks critically and creatively about the potential and capacities of NCACH's ability to improve the health of people living in our region.
- Establishes and maintains strong working relationships with elected officials, health care providers, community-based organizations, state agency leaders, local social service and public health organizations and their leaders, interested members of the public, and the many other partners critical to an ACH's success.
- Learns and understands the needs and agendas that drive ACH partners.
- Act as the lead spokesperson and public presence for the NCACH and its community initiatives.
- Engages a wide range of stakeholders to ensure full representation and participation of groups and demographics associated with the work, including healthcare and public health consumer involvement.

- Maintains current awareness of the achievements and obstacles faced by other Accountable Communities of Health and Washington State agencies by serving as an active participant in statewide ACH meetings, discussions and collaborations.
- Liaisons with the Washington State Health Care Authority, and other agencies involved in health improvement work, to ensure maximum coordination between the various arms of the effort in the NCACH.
- Provides meaningful leadership to the NCACH Governing Board, while respecting and following through on its decisions as the organization's policy making and governing body.
- Provide effective supervision to any other employees the ACH may hire.
- Develops and manages the NCACH budget, ensuring budget compliance, monitoring, tracking, and ensures that all work stays within budgetary constraints.
- Manages subcontracts when external expertise is required, within budget, ensuring that the contractor performs as agreed.

Knowledge/Skills/Abilities

- Demonstrate the skills needed to build durable, trusting relationships built on shared benefits and mutual respect.
- Ability to form strong relationships with non-traditional clinical partners to improve community-clinical linkages to cares.
- Demonstrated ability to be resourceful and self-directed, including the ability to practice creative problem solving when encountering obstacles.
- Capacity for high-level strategic thinking and the ability to collaborate with NCACH leaders in developing and executing plans.
- Demonstrated project management skills including: program planning, development, and implementation;
- Strong familiarity with the principles of working in complex systems change

Education/Experience

- Master's degree from an accredited institution in a job-related field, eight (8) years of progressively responsible professional experience, and, relevant management experience.
- Experience addressing health equity and social determinants of health in diverse and underserved rural communities
- Experience working with healthcare entities on systems change

Work Environment and Physical Demands

- NCACH supports flexible work schedules and remote work environments.
- Frequent travel within the North Central region.
- Valid Washington State driver's license, use of personal motor vehicle (with mileage reimbursement), and proof of appropriate auto insurance.
- Mental activities required by the employee in this position include decision-making, interpersonal skills, teamwork, creativity, customer service, mentoring, use of discretion, presentations/teaching, problem solving, and the ability to read, write, speak and understand English.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH CENTRAL
ACCOUNTABLE COMMUNITY OF HEALTH APPROVING THE EMPLOYMENT
AGREEMENT FOR ACTING EXECUTIVE DIRECTOR WITH JOHN SCHAPMAN**

WHEREAS, North Central Accountable Community of Health, a Washington nonprofit corporation (“NCACH”) requires an Acting Executive Director to manage administrative functions of NCACH;

WHEREAS, the Board of Directors of NCACH (“Board”) has received and reviewed the Acting Executive Director Employment Agreement between NCACH and John Schapman; and

WHEREAS, the Board has determined that it would be in the best interest of NCACH to approve said employment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD as follows:

Section 1. The Board hereby approves the Acting Executive Director Employment Agreement for John Schapman.

Section 2. The Board hereby authorizes Molly Morris, Board Chair, to sign the employment agreement on behalf of NCACH.

Section 3. This Resolution shall take effect immediately upon adoption

ADOPTED by the Board of NCACH at a special open meeting, this ____ day of _____, 2021.

_____, Chairman

_____, Secretary