



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

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1/13/2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and 42 CFR Part 2 Consulting Services

Purpose/Outcome	<i>Approve the amendment to reflect the current rate and extend the contract term</i>
Dollar Amount and Fiscal Impact	<i>Services are to be provided on an as-needed basis at the hourly rate of \$130.00 per hour.</i>
Funding Source	<i>County general fund.</i>
Duration	<i>July 1, 2021 through June 30, 2023</i>
Previous Board Action/Review	<i>The Board approved a prior amendment of the IGA in October, 2020 and a corrected amendment in December, 2020.</i>
Strategic Plan Alignment	<i>1. Ensure safe, health and secure communities. 2. Build public trust through good government.</i>
Counsel Review	<i>December 29, 2021</i>
Contact Person	<i>Kathleen Rastetter, Senior Asst. County Counsel</i>

BACKGROUND: Clackamas County has engaged the services of a HIPAA and Part 2 compliance expert employed by Multnomah County for several years. This is an amendment to reflect the new hourly rate and extend the contract term. The IGA and prior amendments are attached, as well.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners authorize the County to amend the IGA with Multnomah County for the services of a HIPAA and Part 2 Compliance expert.

Respectfully submitted,

Kathleen J. Rastetter
Senior Asst. County Counsel

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
Contract Number: NON-D-IGA-R-12778-2021
Amendment Number: 2

This is an amendment to Multnomah County's Contract referenced above effective November 1, 2021 between Multnomah County ("County") and Clackamas County ("Contractor"), referred to collectively as the "Parties".

The following changes below are made and incorporated into to the Contract:

1. The Parties agree:

a) This termination date of this Contract is extended from July 1, 2022 to June 30, 2023.

b) Payment Terms:

Clackamas County agrees to pay an hourly rate of \$130.00 for services rendered from November 1, 2021 through the end of the fiscal year 2023 (November 1, 2021 – June 30, 2023). Both Parties understand that Multnomah County may request that this Agreement be amended to increase or decrease compensation amount annually if costs are higher or lower than anticipated at the agreement commencement. Multnomah County will invoice Clackamas County Office of County Counseling quarterly. Payment will be due thirty (30) days after invoice.

Invoice mailing address:

Clackamas County Counsel
2051 Kaen Road
Oregon City, OR 97045

2. All other terms and conditions of the Contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CLACKAMAS COUNTY:

County Chair or Designee: _____

Date: _____

Dept. Director or Designee: _____

Date: _____

Signature: _____

Print Name: Tootie Smith

Title: Chair

Date: _____

REVIEWED

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney N/A

Date: _____

Approved as to form: *Kathleen J. Reutter*

Date: 1/3/2022