

December 15, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Washington County for a Regional Medical Reserve Corps (MRC) Program Specialist, shared between Washington, Clackamas, and Multnomah Counties to support administration of the MRC units using shared Volunteer Management Software.
Agreement value is \$13,789.00. Funding is through OHA, Local Public Health Authority.
No County General Funds are involved.

Purpose/Outcomes	The purpose of this agreement is to provide a Regional Medical Reserve Corps (MRC) Program Specialist that is shared between Washington, Clackamas, and Multnomah Counties to support administration of the three MRC units.
Dollar Amount and Fiscal Impact	The maximum contract value is \$13,789.00,
Funding Source	Funded by OHA through the LPHA Program Element 12 – PH Emergency Preparedness. No County General Funds are involved.
Duration	Effective upon signature and terminates on April 30, 2023.
Previous Board Action	No previous Board actions.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, and secure communities
Counsel Review	County counsel Andrew Naylor has reviewed and approved this document on November 28, 2022
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10952

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Washington County for a Regional Medical Reserve Corps (MRC) Program Specialist that is shared between Washington, Clackamas, and Multnomah Counties to support administration of the three MRC units.

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December 15, 2022
Agreement #10952

This Agreement is effective upon signature and will terminate on April 30, 2023.
Contract Maximum value is \$13,789.00.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #3.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing, and Human Services



WASHINGTON COUNTY OREGON

Contract No: 22-1705

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County and Multnomah County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 5/1/2022, or upon final signature, whichever is later.
The expiration date is: 4/30/2023; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, sex, ancestry, national origin, religion, gender identity, sexual orientation, marital status, familial status, age, mental or physical disability, or source of income.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment N/A are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable X Not applicable

SIGNATURES

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Clackamas County

For: Jurisdiction

Authorized Signature

Date

Printed Signatory Name

Title

Address: _____

Multnomah County

For: Jurisdiction

Authorized Signature

Date

Printed Signatory Name

Title

Address: _____

For: Jurisdiction

Authorized Signature

Date

Printed Signatory Name

Title

Address: _____

For: WASHINGTON COUNTY

DocuSigned by:

Marni Kuyl

10/27/2022 | 11:32 PDT

Authorized Signature

Date

Assistant County Administrator

Signatory Printed Title

155 First Ave. Hillsboro Oregon 97124

Address: _____



ATTACHMENT A

Statement of Work/Schedule/Payment Term

12/9/21

PURPOSE: The purpose of this agreement is to provide a Regional Medical Reserve Corps (MRC) Program Specialist that is shared between Washington, Clackamas, and Multnomah Counties to support administration of the three MRC units using a shared volunteer management software.

BACKGROUND: The MRC is a national volunteer network, organized locally to improve the health and safety of their communities. MRC units organize and utilize volunteers who want to donate their time and expertise to prepare for and respond to emergencies and to support ongoing preparedness initiatives. There are thirteen MRC units in the State of Oregon and the tri-county MRC units manage more than 1,000 active volunteers between them. Each of the tri-county MRC units are housed within their County Public Health Divisions and have been critical resources in emergency responses, preparedness activities, and community engagements. The National MRC Program is housed within the Readiness Division, Office of Emergency Management and Medical Operations, Officer of the Assistant Secretary for Preparedness and Response (ASPR), U.S. Department of Health and Human Services.

I. STATEMENT OF WORK

Washington, Clackamas, and Multnomah Counties agree as follows:

1. The term of this agreement shall be effective upon execution by all parties until April 30, 2023.
2. This agreement will be reviewed for extension by December 1, 2022.
3. Washington County Department of Health and Human Services is responsible for hiring and hosting the MRC Program Specialist, to include supervision and discipline, training, benefits and payroll responsibilities, office space, computer, mobile phone, and administrative support. The MRC Program Specialist will provide the following:
 - A. Onboarding, management, and administration of all Medical Reserve Corps volunteers including approving and onboarding new volunteers, tracking and providing support for the completion of volunteer requirements, and the management of the unit's software systems (SERV-OR and Better Impact Volunteer Management).
 - B. Development and management of a Regional Medical Reserve Corps Communications Plan including both mass emails and individualized email and/or phone support to volunteers.
 - C. Management of ongoing engagement and recruitment strategies and the collaborative development and implementation of new strategies or methods, subject to approval by each county.
 - D. Revision and updating of internal and external county-based Medical Reserve Corps documentation and resources including county websites, policies, and training.
 - E. Expansion of reporting and database management functionality utilizing Better Impact Volunteer Management Software, described below, to manage more accurate data, utilize data to understand trends, and enhance the ability to track different tiers of volunteers within the units.



ATTACHMENT A

- F. Conducting required notifications and drills for all units. Administering additional drills as needed or requested from the units.
 - G. Collaboration with each unit and county to support the coordination and operations of in-person exercises and trainings for all units.
 - H. Support each unit with administrative and operational tasks related to active emergency and non-emergency volunteer deployments as needed. The MRC Program Specialist may also support other Washington and Clackamas County operations or regional emergency operations when requested.
 - I. Completion of required reporting requirements established by the national, state, or county Medical Reserve Corps units and network.
 - J. Attendance at local, regional, state, and national level Medical Reserve Corps related meetings and training.
 - K. Development and implementation of feedback mechanisms for volunteers to provide input on best practices, lessons learned or potential improvements to the units.
 - L. Establishment of relationships with external entities and organizations that may request Medical Reserve Corps volunteers in the future or work in collaboration with the units.
 - M. Collaboration and support with each unit on finding and completing grant funding applications.
 - N. Analysis and proposals of expanded programming, training, and exercising opportunities for the units including the recommendations of offering different levels/tiers for active volunteers to suit their engagement and qualification levels and the implementation of a regional volunteer board to work with all units.
 - O. Development, implementation, and management of a tiered training approach for all units, incorporating feedback from volunteers, MRC Unit Leaders (a position in each county responsible for MRC activities in their county), Tri-County Health Officers, and other stakeholders.
 - P. Management of the continuation and progress of the regionalization project overall, including the consistent review and proposals of additional activities as capacity allows.
 - Q. Research and apply for grants or other sources of revenue that may reduce the cost to each county. These include but are not limited to the National Association of County and City Health Officials (NACCHO) MRC COVID-19 Respond, Innovate, Sustain and Equip (RISE) Awards for which an award was granted to Washington County for the performance period of May 1, 2022 – December 31, 2022.
4. Clackamas, Multnomah and Washington County Public Health Preparedness and Response Program (PHEP) staff are responsible for collaborating with the MRC Program Specialist to provide the following:
- A. Representative(s) from each county will regularly attend the Regional Disaster Preparedness Organization (RDPO) Public Health Work Group and provide feedback, approval, and guidance to the MRC Program Specialist's work and progress.
 - B. Regular communication and collaboration between the MRC Program Specialist and each county's MRC Unit Leader.



ATTACHMENT A

- C. Engagement and completion of regional training on new processes, systems, or procedures developed for the regionalization project, and additional ongoing training when required.
 - D. Reliable response and engagement times to questions, requests, or feedback from the MRC Program Specialist.
 - E. Coverage of functional responsibilities for the MRC Program Specialist when they are on leave.
 - F. Continued leadership and management of all operational work for each county's own MRC unit, including emergency activations and deployments and non-emergency events.
5. Better Impact Volunteer Management Software will be secured by Washington County and managed as follows:
- A. Washington County will serve as the Better Impact Administrator Agency and will authorize the assignment of all Authorized Users (AUs) to associated Better Impact subaccounts. Washington County agrees to deactivate any AUs that are not in use in Better Impact after three months of nonuse.
 - B. Clackamas, Multnomah, and Washington Counties will ensure their county's AUs assume responsibility for safely and securely accessing personally identifiable information (PII) stored in Better Impact. Each county will also assume responsibility for identifying and appointing the AUs for their Better Impact subaccounts and notifying the Regional MRC Program Specialist in a timely manner when an AU should be deactivated.
 - C. Clackamas, Multnomah, and Washington Counties will ensure their AUs take responsibility for fully implementing local data security policy and procedures and safeguard the security of any device in their possession on which PII from Better Impact is accessed. Each county will ensure their AUs report suspected security breaches to their county and Washington County (Administrator Agency) in a timely manner and in accordance with their local policy and procedure.
6. Quality of service will be assured as follows:
- A. **Accessibility:** The Regional MRC Program Specialist will be a Washington County employee. The position is full time (40 hours) and based at Washington County Department of Health and Human Services but will be available to attend meetings, events, or trainings at locations throughout Clackamas, Multnomah, and Washington Counties. The MRC Program Specialist will be available during standard work hours by phone or electronic communication, except as outlined in 1.3.H. Overtime authorization can be granted by Washington County Department of Health and Human Services with agreement to amend the total contract amount as needed.
 - B. **Supervision:** The MRC Program Specialist will be supervised by the Regional Cities Readiness Initiative Coordinator at Washington County. The MRC Program Specialist's workplan and deliverables will be reviewed and approved by the RDPO Public Health Working Group.
 - C. **Work Prioritization:** Projects that benefit the region or multiple counties will be prioritized over work that benefits just one county.
 - D. **Process Evaluation:** The MRC Program Specialist will report progress on workplan and deliverables monthly to the RDPO Public Health Working Group, which is comprised of PHEP personnel from Clackamas, Multnomah, and Washington Counties. The MRC Program Specialist will also provide quarterly updates of new program elements to the Tri-County Health Officers. These meetings alongside existing meetings with Unit Leaders, PHEP Coordinators, Volunteer Boards, and other stakeholders will be used to measure progress, collect feedback, and identify areas for quality improvement.

II. TERMS



ATTACHMENT A

1. The total amount of this agreement will be based upon Clackamas and Multnomah County's per capita share of the total tri-county population as determined by Portland State University's 2021 Certified Population Estimates (<https://www.pdx.edu/population-research/population-estimate-reports>). If this agreement is extended, per capita shares will be reassessed each year and will be based the most recent Portland State University Certified Population Estimates.
2. The total amount of the agreement will not exceed \$40,454 for the period 5/1/2022-4/30/2023: \$13,789 for Clackamas County and \$26,665 for Multnomah County, as outlined in the following table:

	NACCHO RISE Grant	Clackamas	Multnomah	Washington	Total anticipated annual costs
% of tri-county Population	NA	22.95%	44.38%	32.67%	100%
Personal Services	\$58,693	\$10,791	\$20,867	\$15,361	\$105,712
Travel and training	\$1,666	\$306	\$592	\$436	\$3,000
Administrative costs (phone, office space, etc.)	\$1,936	\$356	\$688	\$507	\$3,487
Better Impact fees	\$763	\$140	\$271	\$200	\$1,375
Office supplies, training materials	\$333	\$61	\$118	\$87	\$600
Indirect charges	\$11,609	\$2,134	\$4,127	\$3,038	\$20,909
Total	\$75,000	\$13,789	\$26,665	\$19,629	\$135,083

3. Washington County shall provide Clackamas and Multnomah Counties an itemized bill for actual costs once per quarter at an amount reflective of that county's proportion of the tri-county population. Quarterly invoices will reflect 22.95% (Clackamas) and 44.38% (Multnomah) of the total quarterly costs associated with providing Medical Reserve Corps program services to Clackamas, Multnomah, and Washington Counties. Billings shall be net of any amounts charged to other funding sources for this activity, meaning that the costs for this activity will first be applied to other funding sources that may be obtained through the activity described above, including the NACCHO RISE Award (I Statement of Work, 3.Q), and billings will be begin when any alternative funding is exhausted.
4. Clackamas and Multnomah Counties agree to pay Washington County for contracted services delineated in this Statement of Work. Clackamas and Multnomah Counties will reimburse Washington County within 30 days of receipt of an accurate invoice each quarter for the life of the contract.
5. Clackamas and Multnomah Counties understand that Washington County may request that this agreement be amended to increase or decrease the compensation amount annually if costs prove to be higher or lower than anticipated at the agreement commencement. However, each county's obligations under this agreement are contingent upon appropriation of sufficient funds, as determined by each county in its sole administrative discretion, to pay for an increase to the total compensation authorized by this agreement.



ATTACHMENT A

Invoice Mailing Address:

Washington County Health and Human Services Administrative Office MS4
115 N. First Avenue Hillsboro Oregon 97124

For Administrative Use Only – Z99999

Supplier Name: Multnomah County OR

Actual Contract Number (CustomText4): 22-1705

Department (Location): HHS - Community Health

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 22-1705

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): HHS - Community Health

BILL TO (LocBillTo): HHS - Community Health

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Melissa McKinney

Certificate Of Completion

Envelope Id: C7F935197E3D43AD93AECC10BBD042F3	Status: Completed
Subject: Complete with DocuSign: 22-1705: Multnomah County OR	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.14

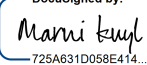
Record Tracking

Status: Original	Holder: Connie Wilson	Location: DocuSign
10/27/2022 11:18:38 AM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Marni Kuyl
Marni_Kuyl@co.washington.or.us
Assistant County Administrator
Washington County, OR
Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

725A631D058E414...
Signature Adoption: Pre-selected Style
Using IP Address: 50.78.186.242
Signed using mobile

Timestamp

Sent: 10/27/2022 11:19:58 AM
Viewed: 10/27/2022 11:31:09 AM
Signed: 10/27/2022 11:32:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2022 11:19:58 AM
Certified Delivered	Security Checked	10/27/2022 11:31:09 AM
Signing Complete	Security Checked	10/27/2022 11:32:16 AM
Completed	Security Checked	10/27/2022 11:32:16 AM
Payment Events	Status	Timestamps

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____