

June 7, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #11 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/ Outcomes	Provides the 2 nd year funding from the Oregon Health Authority for the Program Elements within the Local Public Health Authority of Clackamas County. The Amendment also updates agreement language.
Dollar Amount and Fiscal Impact	Amendment #11 increases this Agreement by \$2,984,022 for a new Contract maximum value of \$6,111,777.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on June 30, 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8327-11

BACKGROUND:

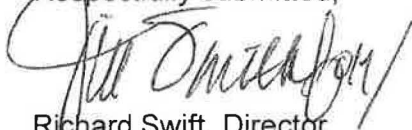
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #11 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment represents the 2nd year base funding for public health programs in Clackamas County and increases Agreement by \$2,984,022. It allows CCPHD to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, City Readiness Initiative, and Women’s, Infants, and Children (WIC) Program.

This Amendment is effective July 1, 2018 and continues through June 30, 2019. This contract has been reviewed by County Counsel on May 24, 2018.

RECOMMENDATION:

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #154103

AMENDMENT #11

**AMENDED AND RESTATED
2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County Public Health Department, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2017, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Amended and Restated Agreement shall become effective on July 1, 2018 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents:

- This Agreement without Exhibits
- [Exhibit A Definitions](#)
- [Exhibit B Program Element Descriptions](#)

- Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms
- Exhibit D Special Terms and Conditions
- Exhibit E General Terms and Conditions
- Exhibit F Standard Terms and Conditions
- Exhibit G Required Federal Terms and Conditions
- Exhibit H Required Subcontract Provisions
- Exhibit I Subcontractor Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: Richard Swift
 Title: Director, Healthy Housing, and Human Services
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 8, 2018, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Mai Quach (or designee)
 Title: Program Support Manager
 Date: _____