

January 9, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Intergovernmental Revenue Agreement with Multnomah County for shared After-Hour Emergency Phone Response Services. Total Agreement Value is \$14,315 for 18 months. Funding is through Multnomah County. No County General Funds are involved.

Previous Board Action/Review	Briefed at issues: 01/07/2024		
Performance Clackamas	1. Ensure healthy, safe, & secure communities		
Counsel Review	Yes: Sarah Foreman	Procurement Review	NA
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing, & Human Services Department requests the approval of an Intergovernmental Revenue Agreement with Multnomah County for shared After-Hours phone services with FoneMed LLC, contract #11646. Multnomah, Clackamas, and Washington Counties share the services provided and have agreed to split the costs three ways.

Local Health Departments have a statutory responsibility to receive and respond to reportable communicable diseases per OAR chapter 333, division 18 and 19. Clackamas County Public Health has a 24/7 phone line for this purpose and calls regarding food-borne illness, animal bites, mold in-home complaints, boil water notices from the Oregon Health Authority, and other public health emergencies. It is answered during working hours by the Public Health Infectious Disease Control and Prevention (IDCP) Program. Public Health managers alternate being on call after hours and weekends to answer these calls. On-call assignments are for a week at a time. Most managers lack the subject matter expertise to provide excellent service to callers, necessitating calls to the on-call Health Officer.

In partnership with Washington and Multnomah Counties, Clackamas County Public Health has contracted with FoneMed to provide after-hours monitoring and response to phone calls for each counties 24/7 lines. This service provides nurses with the ability to answer calls and provide responsive, quality services to callers.

This IGA will allow Multnomah County to reimburse Clackamas County for these services.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Agreement (11764) and authorize Chair Roberts to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing, and Human Services

Healthy Families. Strong Communities.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND MULTNOMAH COUNTY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County, a political subdivision of the State of Oregon, and Multnomah County, a political subdivision of the State of Oregon, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into Agreements for the performance of any and all functions and activities that a party to the Agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **June 30, 2026**, whichever is sooner.
2. **Scope of Work.** Clackamas County agrees to share the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work"), provided by Fonemed, LLC.
3. **Consideration.** Multnomah County agrees to pay Clackamas County, from available and authorized funds, a sum not to exceed **fourteen thousand three hundred fifteen dollars (\$14,315)** for accomplishing the Work required by this Agreement.
4. **Payment. Payment.** \$7,000 will be due upon execution of Agreement and final payment of \$7,315 will be due on July 1, 2025.
5. **Representations and Warranties.**
 - A. *Multnomah County Representations and Warranties:* Multnomah County represents and warrants to Clackamas County that Multnomah County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Multnomah County enforceable in accordance with its terms.
 - B. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either Clackamas County or Multnomah County may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either Clackamas County or Multnomah County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely

cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. Clackamas County or Multnomah County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Clackamas County may terminate this Agreement in the event Clackamas County fails to receive expenditure authority sufficient to allow Clackamas County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or Clackamas County is prohibited from paying for such work from the planned funding source.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Clackamas County agrees to indemnify, save harmless and defend Multnomah County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Clackamas County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Clackamas County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Multnomah County agrees to indemnify, save harmless and defend Clackamas County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Multnomah County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Multnomah County has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any

communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. **William (Bill) Conway** or their designee will act as liaison for Clackamas County.

Contact Information: WConway@clackamas.us

Sara McCall or their designee will act as liaison for Multnomah County.

Contact Information: sara.mccall@multco.us

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Multnomah County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clackamas County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Multnomah County, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. **Access to Records.** Multnomah County shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be

required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Multnomah County shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Multnomah County shall permit Clackamas County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of Clackamas County. Clackamas County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Multnomah County shall promptly deliver these materials to Clackamas County's project manager.
- F. Hazard Communication.** Multnomah County shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Multnomah County (40 CFR Part 302), and any amendments thereto. Upon County's request, Multnomah County shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire Agreement between the Parties on the matter of the Project. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to

enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Multnomah County and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Multnomah County shall not enter into any subcontracts for any of the work required by this Agreement or assign or transfer any of its interest in this Agreement by operation of law or otherwise without obtaining prior written approval from Clackamas County, which shall be granted or denied in Clackamas County's sole discretion. County's consent to any subcontract shall not relieve Multnomah County of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Multnomah County agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- S. **Force Majeure.** Neither Multnomah County nor Clackamas County shall be held responsible for delay or default caused by events outside of the Multnomah County or Clackamas County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Multnomah County shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Multnomah County acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Multnomah County or its employees or agents in the performance of this Agreement shall be deemed confidential information of Clackamas County ("Confidential Information"). Multnomah County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Multnomah County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[signatures on next page]

Exhibit A
SCOPE OF WORK

Reimbursement for after-hours phone coverage through Fonemed, LLC. Multnomah County is responsible for one third of the cost, \$14,315.

NURSE TRIAGE AND ADVICE SERVICE

Services provided by Fonemed, LLC will be shared with Multnomah County. Following are the services Fonemed, LLC will be providing:

- A. DEFINITIONS.** For the purposes of this Nurse Advice Statement of Work:
1. The term "Client Group" shall mean the primary organization of which Fonemed, LLC telephony and software will be configured for the Client. In this Agreement, the Client Group includes Clackamas, Multnomah, and Washington Counties.
 2. The term "Subgroup" shall mean any subset of the "Client Group" requiring reporting by Fonemed, LLC (e.g., clinics, departments) either based on either physical location or functional specialty.
- B. SERVICE.** Fonemed, LLC shall provide the following Services:
1. Fonemed, LLC will provide a single, dedicated toll-free number that will be provisioned on Fonemed, LLC, telephony system. This line will be configured with an automated greeting message. Client acknowledges this toll-free number enables Fonemed, LLC to track calls for Client billing purposes. As such, Client should only share its dedicated toll-free number with eligible recipients and should advise its eligible recipients on permitted uses of the toll-free number.
 2. Fonemed, LLC, software will be configured with one "client group".
 3. Health Care Navigator (HCN). The standard call process is as follows:
 - a. Upfront automated greeting: "Thank-you for calling the Nurse Advice Line. This call may be recorded for quality assurance purposes. If this is a medical emergency, please hang up and dial 911 or your local emergency assistance number." Client can specify a custom, automated greeting message if preferred. Fonemed, LLC reserves the right to modify the greeting message from time to time.
 - b. Live initial call intake by a qualified HCN
 - 1) Greeting: "Hello, my name is"*****. I am a health care navigator. May I have your name please?"
 - 2) Intake information collected:
 - a. Caller First Name/ Last Name (In the event that the caller is not the patient)
 - b. Caller Relationship (e.g., Parent)
 - c. Patient First Name / Last Name
 - d. Patient Date of Birth
 - e. Return Phone Number
 - f. Patient Gender

- g. "Initial Intention"
 - h. County of Residence
 - i. Reason for Call
 - 11. Patients with emergent symptoms are warm transferred to their nearest healthcare facility.
 - 111. Patients with non-emergent symptoms/ disease reporting issues are queued for registered nurse call back.
 - c. Registered Nurse (RN), Using Fonemed, LLC, proprietary software and licensed medical protocols, Fonemed, LLC. Registered Nurses ("RN(s)") shall address patients health care concerns and assess symptom presentation to recommend the most appropriate level of care using SchmitUThompson protocols.
 - 1) Triage Assessment (if applicable or health info call)
 - a. Presenting Complaint
 - b. Protocol
 - c. Triage Assessment
 - d. Disposition
 - e. Care Advice
 - f. Confirm understanding and intention to follow care advice.
 - g. Closing Disclaimer Provided
 - d. All encounters are documented in a standard "encounter report" which will be available to the Client via a secure, web-based portal:
 - 1) Standard encounter reports will have the following information:
 - a. Report Header
 - b. Standard Logo (See special provisions)
 - c. Client Group name
 - d. Subgroup name (if applicable)
 - e. Call Completed Time
 - f. Caller Name (if applicable)
 - g. Patient Name
 - h. Patient Date of Birth
 - i. Patient Age
 - J. Patient Gender
 - k. Nurse initials
 - l. Call back Phone Number
 - m. System Call ID
 - n. Nurse Triage
 - o. Care Advice and follow-up recommendations.
- c. MONTHLY REPORTS.** The following monthly reports are available upon Client request:
 - 1. Call log
 - 2. Complete call summary
 - 3. Satisfaction Survey - Fonemed, LLC will routinely contact up to 5% of callers "company- wide" to assess their satisfaction with the service.