

July 25, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Cooperative Agreement with Clackamas County Community Health Council for Co-Application to the U.S. Department of Health and Human Services Primary Care Grant. This is a No-Cost Agreement for 2 years. No County General Funds are involved.**

|                                     |   |                           |              |
|-------------------------------------|---|---------------------------|--------------|
| <b>Previous Board Action/Review</b> | Previous Agreement Approved November 7, 2019, II.A.4.<br>Previous Agreement Approved December 1, 2022, II.E.1.<br>Briefed at Issues – July 23, 2024 |                           |              |
| <b>Performance Clackamas</b>        | 1. Individuals and families in need are healthy and safe.<br>2. Ensure safe, healthy, and secure communities.                                       |                           |              |
| <b>Counsel Review</b>               | Yes   | <b>Procurement Review</b> | No           |
| <b>Contact Person</b>               | Sarah Jacobson  | <b>Contact Phone</b>      | 503-742-5303 |

**EXECUTIVE SUMMARY:** The purpose of this co-applicant agreement with Clackamas County Community Health Council is to provide for the operation, administration, and provision of Federally Qualified Health Center (FQHC) services in Clackamas County, Oregon. This agreement delegates the required authorities and functions to the co-applicant (the Community Health Council). It delineates the roles and responsibilities of the public agency and the co-applicant in carrying out the Health Center Program. This program improves the health of underserved communities and vulnerable populations by assuring continued access to comprehensive, culturally competent, quality healthcare services.

**RECOMMENDATION:** The staff respectfully recommends that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health, Housing & Human Services

For Filing Use Only

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

## CO-APPLICANT AGREEMENT

This agreement is effective upon signature, by Clackamas County (“County”), through its HEALTH CENTERS DIVISION (“Division”), and the CLACKAMAS COUNTY COMMUNITY HEALTH COUNCIL (“Council”), to provide for operation, administration and provision of certain primary care services in Clackamas County, Oregon.

### Preamble

WHEREAS, the County through its Health Centers Division, and the Council will make joint application for a Primary Care Grant to the U.S. Department of Health and Human Services (“HHS”) to receive Federally Qualified Health Center (FQHC) status and funding under Section 330 of the Public Health Service Act to operation Community Health Centers (“Centers”) in Clackamas County; and

WHEREAS, the County is a public entity and retain responsibility for establishing fiscal and personnel policies for the Clackamas County Health Centers Division; and

WHEREAS, the day to day leadership and management of the Clackamas County Health Centers Division rests with County employees under the direction of the Division Director; and

WHEREAS, the Council serves as the consumer majority governing board mandated by the requirements of Section 330 of the Public Health Services Act;

NOW THEREFORE, the County wishes to give support to the Council and recognize its functions and responsibilities; and the parties hereby agree:

- (1) Effective Date and Duration – This Contract shall become effective upon signature of both parties. This Contract shall expire on June 30, 2026.
- (2) Governing Board – The Council is the consumer-majority governing board mandated by HHS to act as the governing board for the Section 330 supported Health Centers. The Council shall govern in accordance with the terms of this Agreement, Council Bylaws, and the statutory requirements of the Section 330 Primary Care Grant (42 U.S.C. 254b) and its regulations (42 CFR part 51c).
- (3) Grant Application – The County and the Council will make joint application for Primary Care Grants naming the County and the Council as co-applicants and shall approve or disapprove and subsequent Primary Care Grant applications.
- (4) Operation of the Centers –
  - a) Regulations: The Council shall work to ensure that the Centers are operating in accordance with applicable federal, state, and local laws and regulations.
  - b) Employees: The County will employ personnel of the Centers in accordance with the County’s personnel policies and procedures, and will be responsible for the payment

of wages and benefits. No member of the Council shall be an employee of the Centers.

- c) Assets: Title to all assets obtained with Section 330 Primary Care Grant funds shall be vested in Clackamas County for the use and benefit of the Centers. In the event this agreement is terminated, the County shall retain the assets to dispose of them as directed by the federal agency administering the Section 330 program.
  - d) Operations Policies: The Council shall adopt policies for the Centers regarding the scope and availability of services, hours of services, and quality of care assurance procedures.
  - e) Financial Plan and Budget: The Council shall participate in planning, reviewing, and approving the Center's financial plan for each fiscal year. All changes to the Centers Community Health Council approved and submitted budget must be approved by the Council. No disbursement shall be made other than as set forth in the budget without prior approval of the Council and the Board of County Commissioners.
  - f) Records: The Council shall make its records available for inspection at all reasonable times upon request by the County or funding agencies or their duly authorized agents or representatives.
  - g) Financial Reports: The County shall be responsible for maintaining financial records of the Centers and making reports as required by the Section 330 program. County will copy Council with reports.
  - h) Fee Policies: The Council shall participate in establishing the schedules for Center fees and discounts in accordance with Section 330 statutory requirements.
  - i) Evaluation: The Council shall participate in planning and evaluating Centers service utilization, productivity, patient satisfaction, and achievement of project objectives.
  - j) Patient Grievances: The Council shall participate in adopting procedures for resolving patient grievances.
  - k) Council Minutes: The Council shall hold regularly scheduled meetings, at least once each month, for which minutes shall be kept.
- (5) Executive Director – The Executive Director of the Clackamas County Health Centers Division shall report to the Director of the Clackamas County Health, Housing and Human Services Department and the Council. The Executive Director shall be a non-voting, ex-officio member of the Council, notwithstanding section (3)(b) of this Agreement. The Council shall participate in the selection, evaluation, and dismissal of the Executive Director in accordance with established County criteria, personnel policies, and the Primary Care Grant and Section 330 requirements.
- (6) Council Bylaws – The Council shall adopt Bylaws for its governance. If such Bylaws are inconsistent or in opposition to established County policies and procedures, County and Council shall work to develop mutually agreeable solutions.

- (7) Termination – If for any reason the Centers no longer operate as an FQHC, the Agreement shall terminate. Either party may terminate this agreement upon 60 days written notice to the other; a copy of any notice of termination shall be provided to HHS.
- (8) Organizational Changes – In the event the Clackamas County Health Centers Division is reorganized or merged with another County department, the Council shall continue to meet its purpose and responsibilities in cooperation with the new County organization operating the program supported with Section 330 funds, and also immediately amend its Bylaws as needed to meet its responsibilities.
- (9) Sole Agreement – This Agreement contains the entire agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.
- (10) Disputes – The parties will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will attempt to resolve any disputes by negotiation.
- (11) Written Changes Only – No modification of the Agreement or attempted waiver of its provisions shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.
- (12) Choice of Laws – This agreement shall be constructed in accordance with the laws of the State of Oregon.
- (13) Notice – Any notice provided by this Agreement shall be in writing and will be deemed personally delivered upon written receipt on the part to whom it is addressed, or upon its deposit in the United States Mail, first class postage prepaid and addressed

If to the County:

Clackamas County Health Centers Division, Director  
2051 Kaen Road  
Oregon City, OR 97045

If to the Council:

Clackamas County Community Health Council, President  
2051 Kaen Road  
Oregon City, OR 97045

- (14) Waiver of Breach – Waiver by any party to this Agreement or any breach of any provision by any other party shall not operate or be construed as a waiver by such party

of any subsequent breach, whether such breach is of the same provision or different provision.

(15) Severability – If any provision of this Agreement or the application of such provision to any person or circumstance is declared invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected.

(16) Captions – Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision.

Signature follows

Witness the signatures of the undersigned as of the date written,

DATED this 25th day of July 2024

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

---

Chair

---

Recording Secretary

**CLACKAMAS HEALTH COUNCIL**

---

President