

April 21, 2022

Board of County Commissioners
Clackamas County

Approval of an Amendment #1 to an Intergovernmental Agreement with Multnomah County for Health Officer services to Clackamas County Public Health Division (CCPHD). Total value of amendment is \$76,533; total contract value not to exceed \$109,601.

Funding through budgeted County General Funds.

Purpose/Outcome	Purpose is to provide public health and medical consultation and leadership services to Clackamas County Public Health Division (CCPHD).
Dollar Amount and Fiscal Impact	Total contract value \$109,601; (Amendment total \$76,533; \$37,347 for Fiscal Year 2022 and \$39,186 for Fiscal Year 2023.)
Funding Source	Budgeted county general funds
Duration	Effective July 1, 2021 through June 30, 2023
Previous Board Action/Review	Original contract signed May 21, 2020. Issues topic 4.19.2022
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Date of Counsel review: 3/17/2022 Name of County Counsel performing review. Kathleen Rastetter
Procurement Review	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is an IGA
Contact Person	Philip Mason-Joyner, Director of Public Health 503-742-5956
Contract No.	9700_01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 from Multnomah County for Health Officer to provide public health and medical consultation and leadership services to Clackamas County Public Health Division. Clackamas County is using budgeted county General Funds for this. This Agreement is retroactive due to not receiving the amendment timely. Multnomah County just sent this amendment to us on February 22, 2022.

This Amendment has a maximum value of \$76,533. This Amendment is effective July 1, 2021 and continues through June 30, 2023; \$37,347 for Fiscal Year 2022 and \$39,186 for Fiscal Year 2023.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,

Rodney A. Cook

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

Healthy Families. Strong Communities.



MULTNOMAH COUNTY AMENDMENT

Contract Number: HD-IDA-R-12133-2020

Amendment Number: 1

Clackamas County Contract # 9700

This amendment is between Multnomah County ("County") and Clackamas County ("CCPHD"), referred to collectively as the "Parties".

CONTRACTOR ADDRESS:
**9101 SE SUNNYBROOK BLVD
CLACKAMAS OR 97015**

The Parties agree as follows:

1. The following changes are made, effective Thursday, July 01, 2021:
2. This termination date of this Contract is extended from 06/30/2021 to 06/30/2023.
3. The total amount of this amendment shall not exceed \$37,347 for Fiscal Year 2022, and \$39,186 for Fiscal year 2023.
4. All other terms and conditions of the Contract shall remain the same.

CLACKAMAS COUNTY SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: Chair
Board of County Commissioners

Name (print): Tootie Smith Date: _____

County Attorney Review:

Reviewed: *Kathleen J. Ricketts* Date: 3/17/2022

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____ N/A Date: _____ N/A

Department Director Review (optional):

Director or Designee: *Ebony Clarke* Date: 02/15/2022

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____ N/A Date: _____ N/A

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
CONTRACT HD-IGA-R-12133-2020

This is an Agreement between Clackamas County Public Health Division (CCPHD) and Multnomah County (COUNTY).

I. PURPOSE:

The purpose of this agreement is for COUNTY to define roles and responsibilities for participation in the regional Tri-County Health Officer Program (TCHOP).

This includes:

- 1) Providing public health and medical consultation and leadership services to Clackamas County Public Health Division (CCPHD) through a team of qualified public health physicians.
- 2) Aligning Health Officer services regionally.
- 3) Detailing the Clackamas County Health Officer's role in the TCHOP.

It is understood the services will be primarily consultative and that these services will be performed both at CCPHD facilities and at other places. It is further understood that this agreement supports a regional approach to Health Officer services for Washington, Clackamas and Multnomah counties.

The Regional Health Officer Team will consist of four Health Officers. Clackamas and Washington Counties will each have one dedicated Health Officer who will serve as the Health Officer of record for the county to which they are assigned. Multnomah County will house the lead Health Officer for the region and will also have one Deputy Health Officer.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **July 1, 2020 - June 30, 2021**.
2. This Contract HD-IGA-R-12133-2020 replaces Contract No. 201403.
3. COUNTY is responsible for implementation and leadership of the Tri-County Regional Health Officer Program and for housing the lead Health Officer who is primarily responsible for the following aspects of the TCHOP:
 - A. Technical direction and support of the other Health Officers as needed;
 - B. Completion of budgets, finance mechanisms, and intergovernmental agreements necessary to maintain the TCHOP;
 - C. Maintaining operational systems for key health officer functions (e.g., timely response to urgent public health needs and media requests);
 - D. Support for CCPHD Health Officer in developing and maintaining effective relationships with the medical community, media, elected officials, and important community leaders;and

- E. Continued alignment of a regional approach to providing health officer services including, but not limited to:
 - 1) Organizing regional assignments and representation;
 - 2) Spearheading collaboration of regional public health response activities when appropriate; and
 - 3) Maintaining the CCPHD Health Officer's access to a Google email address and Google Drive.

- 4. In general, the portfolio of functional responsibilities may be distributed among the Health Officers based on individual county needs, regional needs, individual Health Officer's knowledge, skills, abilities, developmental needs, and areas of special expertise. The Tri-County Regional Health Officer team will provide the following:
 - A. Communicable disease consultation;
 - B. Consultation specific to emergency preparedness plans and participation in emergency preparedness training, drills, and exercises;
 - C. Consultation to assist in compliance with applicable Oregon statutes, rules, county codes and contractual obligations;
 - D. Consultation to staff and/or community medical providers regarding evaluation, monitoring and treatment of tuberculosis, and provision of in-clinic care for patients with TB; and
 - E. 24/7 support for urgent communicable disease or unexpected community emergencies requiring urgent public health intervention.

- 5. Quality of service will be assured as follows:
 - A. The four Health Officers shall share 24/7 on-call support; the schedule will be mutually agreed upon by the participating physicians. 24/7 on-call support includes being accessible by phone or electronic communication. The four Health Officers shall respond to non-urgent individual communicable disease consultation phone calls and emails the same day in 90% of cases, and will respond to 90% of urgent consultation request situations within 30 minutes. The four Health Officers will cover functional responsibilities for each other when one is on leave, with consultation for communicable diseases and other urgent situations being the top priority.
 - B. Supervision: The CCPHD Director will provide supervision of the CCPHD Health Officer with technical support and assistance from the Multnomah County Lead Health Officer.
 - C. Work Prioritization: Will be at the discretion of the CCPHD Director and CCPH Health Officer
 - D. Process Evaluation: The Multnomah County Lead Health Officer, Clackamas County Health Officer and Clackamas County Public Health Division Director (or designee) will meet at least twice yearly to identify areas for improvement, alignment, and support.

6. **CCPHD** will

- A. Recruit, hire, supervise, direct, insure, and retain a Health Officer for the program with support from the TCHOP.
- B. Provide phone, computer, technical support, travel, training, and all other employer oversight and control.

III. **LIAISON RESPONSIBILITY**

The Multnomah County Lead Health Officer will act as the liaison from COUNTY. The Clackamas County Public Health Director (or designee) will be liaison for Clackamas County.

IV. **TERMS**

- 1. CCPHD agrees to pay COUNTY for 0.07 FTE for the Lead Health Officer who is primarily responsible for the program activities listed in number II(3) above.
- 2. COUNTY shall provide an itemized bill for actual costs once a month at an amount not to exceed \$2,800.00 CCPHD will reimburse COUNTY within 30 days of receipt of an accurate invoice each month. The total amount of this contract shall not exceed \$33,068.00 (for the period 7/01/2020 - 06/30/2021).
- 3. Both parties understand that the 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.

Invoice Mailing Address:

Clackamas County Public Health
Division 2051 Kaen Road #367
Oregon City, Oregon 97045

V. **TERMINATION**

This agreement may be terminated by mutual consent of both parties upon 30 days written notice.

VI. **INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CCPHD shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of CCPHD, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of COUNTY, its officers, employees and agents in the performance of this agreement.

VII. **INSURANCE**

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement

IX. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

XII. DEBT LIMITATION

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. Any provisions herein that would conflict with law are deemed inoperative to that extent.

XIII. SPECIAL REQUIREMENTS

CCPHD and COUNTY agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and any other applicable local, state, or federal law.

Each party is an independent contractor and has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

XIV. THIS IS THE ENTIRE AGREEMENT

This agreement consists of fourteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: Rooney A Cook

Title: HRS Deputy Director

Name (print): ROONEY A. COOK

Date: 5/12/20

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: Patricia Charles-Heathus/wr

Date: 4/17/2020

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____