



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

February 18, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with City of Lake Oswego
for COVID testing and vaccine administration.

Purpose/Outcomes	Conduct COVID-19 testing and distribution of COVID vaccine via community clinics.
Dollar Amount and Fiscal Impact	Contract maximum value is \$150,000.
Funding Source	Funding through the State CARES allocation via the LPHA. No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2021
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on February 3, 2021 - KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. The documents are IGA's.
Contact Person	Philip Mason-Joyner, EOC Command – (503) 742-5956
Contract No.	10019

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreements with City of Lake Oswego for COVID testing and vaccine administration.

Clackamas County desires to partner with local fire agencies to conduct COVID-19 testing and distribution of COVID vaccine via community clinics based on guidelines established by the Oregon Health Authority.

Contract maximum value is \$150,000. This contract is effective upon signature and continues through December 31, 2021.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreements with City of Lake Oswego for COVID testing and vaccine administration, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,

Nancy Bush

Nancy Bush,
Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF LAKE OSWEGO
Contract #10019**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and City of Lake Oswego (Agency"), an Oregon municipal corporation, 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.

Clackamas County desires to partner with City of Lake Oswego in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting local fire agencies to conduct COVID-19 testing and distribution of COVID vaccine via community clinics

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 December 31, 2021, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed one hundred fifty thousand dollars (\$150,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that 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 County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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. The County or the Agency 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. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party 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, the Agency agrees to indemnify, save harmless and defend the 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 the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- 8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
- 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. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Scott Vachter, Battalion Chief, or their designee will act as liaison for the Agency.

Contact Information:

503-984-4263 - svachter@ci.oswego.or.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 Agency 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 the 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. Agency, 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, including HIPAA and state privacy laws. 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.** Agency 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. Agency 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, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Hazard Communication.** Contractor 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 Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

- K. **No Third-Party Beneficiary.** Agency 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.
- L. **Subcontract and Assignment.** Agency 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 the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **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.
- N. **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.
- O. **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.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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.
- S. **Confidentiality.** Agency 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 Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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.

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- T. **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.
- U. **Federal terms.** Agency agrees to comply with the federal terms and conditions, and execute all required certifications, set forth in Exhibit D, attached hereto and incorporated by this reference herein.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Lake Oswego

Chair, Board of County Commissioners



Don Johnson, Fire Chief

Date

2/5/2021

Date

EXHIBIT A SCOPE OF WORK

Background and Purpose:

- The Clackamas County Public Health Division is requesting the support of local fire agencies in conducting COVID-19 testing and distribution of COVID vaccine via community clinics, drive-thru events, or other congregate settings (e.g. workplaces, retirement communities, and other congregate settings)

1) TASK 1 – COVID-19 Testing

Agency will:

- Provide Agency EMTs or Paramedics to perform COVID-19 testing using Nasopharyngeal (NP) swabs.
- Provide EMTs or Paramedics conducting testing with personal protective equipment.
- Use COVID-19 testing protocols approved by County's EMS Medical Director, further described attached hereto as Exhibit B and incorporated herein.
- Submit specimens to Oregon State Public Health Laboratory (OSPHL) using current protocols approved by OHA, including coordination with approved courier service and completing lab paperwork.
- Access the OHA websites listed in Exhibit C to ensure using the most current instructions and forms
- All vehicles and drivers shall be currently licensed and insured.

County will:

- Provide public health consultation to agencies conducting COVID-19 tests.
- Provide the NP test kit supplies.
- Provide a list of names, dates, and locations of those authorized to receive testing services. Work collaboratively with agency and facility(s) to coordinate testing. No other person(s) have authority to schedule or receive testing.
- Provide 24 hours' notice to Agency when requesting testing unless otherwise negotiated and agreed upon by both parties.

Compensation for Task 1

- \$50 per testing staff (medical staff conducting tests), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter (¼) hour increments.
- • Cost per test administered: \$15/set (one set used per test)
- • Agency to invoice CCPHD within 30 days of community event.

2) TASK 2 – Vaccine Administration for COVID-19

Agency will:

- Host events to provide vaccine administration for eligible populations, when requested by the County.
- Enter vaccine administration data into the ALERT IIS system within 24 hours of clinic date for COVID vaccine.
- Assist in promoting community events via website, flyers, etc. when requested by the county

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- Be responsible for all vaccine administration supplies including PPE, syringes, alcohol wipes, cotton balls, bandages, sharps containers, etc.
- Provide logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc. unless requested in advance and approved by County.

County will:

- Support logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc., if requested in advance and approved..
- Vaccine may be provided, if available and approved in advance.
- Request to be submitted to: covidvaccine@clackamas.us
- assist with providing culturally and linguistically appropriate staff as appropriate, if requested in advance and approved

Compensation for Task 2

- \$50 per vaccination staff (medical Staff administering vaccines), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter (¼) hour increments.
- \$30 per support and administrative staff (Non-medical staff), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter (¼) hour increments.
- Agency to invoice CCPHD within 30 days of community event.

Method of Payment. To receive payment, Agency shall submit invoices as follows:

Agency shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract #10019, dates of service, assignment, number of hours billed, number of tests conducted, and the total amount due for all service provided during the month. Invoices shall be submitted to:



Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate Agency name and contract #10019 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided County has approved the service specified on the invoice, County shall pay the amount requested to Agency.

 		CLACKAMAS & WASHINGTON COUNTY EMERGENCY MEDICAL SERVICES		
EMS Clinical Notification				
EFFECTIVE DATE: 29 April 2020	NUMBER: 042920-CLN	TYPE: Clinical Guideline	REPLACES: None	PAGE: 1 OF 1
ENTER NAME/TITLE HERE (signature on line below): DR. RITU SAHNI, MD, MPH, FAEMS		TITLE: Protocol for nasopharyngeal swab specimen collection		

Background:

The Oregon Medical Board has determined that during the current declared emergency, the Oregon EMD Medical Director may change the EMS scope of practice to assist with the emergency. As a result, EMS providers at the level of EMT and higher are now permitted to obtain nasopharyngeal swab specimens for the purpose of testing of infectious disease.

The following protocol is a local County protocol for this collection. Individual agencies are required to ensure proper training and competency in swab collection.

The New England Journal of Medicine has developed a brief training video available on YouTube.

<https://www.youtube.com/watch?v=DVJNWefmHjE>

Protocol for specimen collection:

1. Ensure that all infection prevention & control steps are followed.
2. Tilt patient's head back 70 degrees.
3. Insert swab into nostril. (Swab should reach depth equal to distance from nostrils to outer opening of the ear.) Leave swab in place for several seconds to absorb secretions.
4. Slowly remove swab while rotating it. (Swab both nostrils with same swab.)
5. Place tip of swab into sterile viral transport media tube and snap/cut off the applicator stick.
6. Label appropriately
7. Transport and store at 2-8 degrees Celsius (35-46 degrees F)

Note – transport media and storage may not be required for point of care testing.



Ritu Sahni, MD, MPH, FAEMS
 EMS Medical Director



EXHIBIT B cont'd
**CLACKAMAS & WASHINGTON COUNTY
EMERGENCY MEDICAL SERVICES**



Clackamas and Washington County COVID19 FAQs.

April 29, 2020

This document serves as an informational tool to answer FAQs regarding patient care in the context of continued community presence of SARS-CoV-2 causing COVID19 (C19).

First – some general thoughts:

- Your PPE works. The minimum standard in our county plan will keep you safe. We have had no EMS providers in Clackamas or Washington County become positive with C19 that is causally related to a patient care encounter. This is consistent with the experience reported from our colleagues in Seattle and King County.
- However, potential exposure should be minimized.
 - o This means that personnel not directly participating in care should not be in the room or ambulance if an aerosolizing procedure is being performed.
 - o When possible, aerosolizing procedures should be performed before taking the patient to the ambulance and consider doing it outside (while wearing appropriate PPE)
 - o First arriving crew should send in a scout that is wearing, at a minimum, N95 mask, eye protection and gloves. A gown may be worn if likely high risk. The purpose of the scout is to determine risk AND to help preserve PPE. If a patient is stable and requires minimal intervention, the scout may bring the patient to the ambulance or ask one ambulance crew member to don PPE and help further evaluate/move the patient.
- We should still focus on providing high quality patient care. We must avoid “secondary casualties” because we try to do too much different. Make knowledge-based decisions. Do not avoid needed interventions out of fear. If a patient has high potential for significant illness, then follow our normal standards of care while protecting yourself. Your PPE works.

Frequently Asked Questions:

What is considered droplet vs airborne? If COVID-19 can theoretically be aerosolized for up to 3 hours, would that then be airborne?

Unfortunately, this is more complicated than we thought. We still believe that the MAJORITY of transmission is through droplet transmission. However, we do know that there is some airborne transmission and certain procedures can aerosolize the virus and that is when airborne precautions are needed.

Should we stop doing nebulizers?

As you know, nebulized albuterol is highly effective for asthma and COPD. It is, however, an aerosolizing procedure and therefore it should be used in a thoughtful manner. You may consider alternative treatments, such as:

- Albuterol MDI with spacer 4 puffs. May be repeated as need x 2.
- Epinephrine 0.3-0.5mg IM
- Consider calling OLMC for IV Magnesium





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However, if the patient has severe respiratory distress and you believe it is in the best interest to provide a nebulizer, then it is acceptable to treat the patient with a nebulizer. Ideally, this should be performed and completed before placing the patient in the ambulance. Consider doing it outside if possible. If a nebulizer is used in an ambulance, then it should be stopped before removing the patient from the ambulance after arrival at the hospital.

Should we consider the following for CPR? –

- No CPR without BVM or Advanced airway placement
- No CPR without high-risk PPE, even if this causes a 1-2-minute delay
- Always maintain great BVM seal
- Stop CPR during airway procedures

The minimal airborne PPE package of N95, gloves, eye protection and disposable gown have been demonstrated to protect staff when performing aerosolizing procedures. “Higher levels” of PPE such as an p100 mask (or PAPR) or Tyvek suits, are reusable and help agencies that maintain PPE supply for the long-term.

While we should minimize potential exposure, changing our practice too much runs the risk of worsening patient outcome with no real benefit in provider safety. Your PPE is protective when used appropriately. When dispatched to cardiac arrest, you should don your full PPE package prior to entering the scene. Working a cardiac arrest generates aerosol and we should just assume that, regardless of interventions, that we are in a high-risk environment.

The science and conventional best practices of cardiac arrest resuscitation hasn’t changed because of COVID. The use of PPE has changed and is of critical importance, but how we deliver high performance CPR, excellent ACLS, and overall patient care has not and should not change because of SARS-CoV-2.

Regarding the above questions:

- Compressions are key to survival. The entire arrest is aerosolizing. Initiate compressions immediately and wear appropriate PPE. Do not wait for airway intervention before starting CPR. If available, you may place a mask on the patient after initiating compressions
- If dispatched to a cardiac arrest, PPE should be donned prior to entering scene. If dispatched to a non-arrest and the “scout” identifies a cardiac arrest, then compressions should be initiated right after notifying the rest of the crew that this is an arrest. If the scout was not in a gown, then the uniform should be removed/changed as soon as feasible.
- Maintaining a great BVM seal is always great practice! This requires ideally a two-person technique.
- We will not be stopping compressions for intubation. Stopping compressions during intubation has been demonstrated to reduce survival. The entire arrest is aerosolizing, and all caregivers involved should be in PPE. The airway provider should be in full PPE.



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- Finally, please remember that, in most cases, transporting the patient without ROSC has no benefit. We should focus only on transporting those patients with ROSC or intermittent ROSC.

Should we minimize bag valve mask ventilation?

If a patient is hypoxic and hypoventilating, then provide bag-valve mask ventilation. Holding a tight seal along with use of HEPA filters may potentially reduce viral exposure. All BVM (whether not there is a good seal or filters are used) is considered an aerosolizing procedure. PPE will maintain safety.

When is more testing going to be available?

Testing continues to become more available. Testing turnaround times have been significantly reduced and are around 24-48 hours. All frontline healthcare workers (including EMS) who are symptomatic can be tested by either OHSU or Providence. There is still little benefit to testing asymptomatic people unless they are part of a contact tracing effort.

Are healthcare workers going to be tested for immunity?

Antibody testing is coming online now. There are a lot of antibody tests available that are of questionable benefit. Currently, it is unclear if having IgG antibodies to SARS-CoV-2 provides immunity. If a reliable test becomes available and we learn that having antibodies provides immunity, then we will determine how to best utilize them in the system. There is also concern that the antibodies detected by some of these tests may be directed at other coronaviruses and not SARS-CoV-2. Antibody testing is likely to be more valuable as a population surveillance tool at this time. Depending on the prevalence of disease in a community, these tests can also lead to false positives which can provide for misleading reassurance to health care workers.

When do we expect this current outbreak to be over and potentially return to normal? Do you think this is going to become cyclical and return next year?

We will never return to practice exactly the way it was before. We must continue to be aware of the potential of transmission of communicable disease. Our vigilance to prevent transmission should be increased even if this coronavirus becomes a thing of the past.

With regards to the current outbreak, we have no idea when it will be over. Expect coronavirus to circulate in the community until a vaccine is available and we finally get some herd immunity. Public health will be playing "whack-a-mole" with new SARS-CoV-2 infections until this happens. A vaccine by best estimates is 12-18 months out. Based on the Spanish 1918 influenza experience we can expect to have recurrent waves of infection. The virus is also mutating, and so immunity may need to be boosted regularly like we do for influenza.



CLACKAMAS & WASHINGTON COUNTY EMERGENCY MEDICAL SERVICES



Should we be checking temperatures on all patients to help us determine levels of PPE required?

We are basically presuming all patients could transmit it to you, even though it appears that prevalence in Oregon is low. Therefore, we ask you to place a mask on all patients and wear a mask when caring for all patients.

How long does a CV19 carrier remain contagious?

We do not know. Some people can test positive for weeks after an infection, but we do not believe they are actively contagious. Most patients appear to not be contagious if they have had no fever (without antipyretics) for 72 hours, have improvement of their symptoms with an illness duration of more than 7 days. However, in the current situation if you are transporting a patient who has previously tested positive for C19, then please wear high risk PPE. We are learning more about this and it is important to note that the virus is also found in the stool which could be a source of exposure as well. This is why strict hand hygiene is always so important.

Reviewed and approved by the following Metro Regional EMS MDs:

Drs. Daya, Houston, Murray, Sahni, Schmidt, Stone, and Turner

EXHIBIT C

Oregon Health Authority COVID-19 Testing Resources:

[Oregon Health Authority : Test Menu Details : Oregon State Public Health Laboratory : State of Oregon](#) (COVID specific instructions)

[Oregon Health Authority : Courier Service : Submitting Samples : State of Oregon](#) (Courier Information)

[Oregon Health Authority : Test Request Forms and Collection Kits : Communicable Disease Testing : State of Oregon](#) (OSPHL forms)

<https://sharesystems.dhsoha.state.or.us/DHSForms/Served//le0042.pdf> (OSPHL virology form)

EXHIBIT D
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means City of Lake Oswego, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and

transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, City of Lake Oswego, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 2/5/2021

Signature of Contractor's Authorized Official

Don Johnson, Fire Chief

Name and Title of Contractor's Authorized Official

Date

