



WASHINGTON COUNTY OREGON

Columbia County C66-2024

Contract No: 24-0308

Clackamas County Agreement #11429

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County, Columbia County, Multnomah County and Yamhill County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 03/01/2024, or upon final signature, whichever is later.
The expiration date is: 02/14/2029; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) 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.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment _____ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable

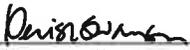
Not applicable

SIGNATURES

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Clackamas County

For: Jurisdiction


Denise Swanson (May 15, 2024 08:30 PDT)

Authorized Signature

Denise Swanson

Printed Signatory Name

May 15, 2024

Date

Deputy Director

Title

Address: _____

Columbia County

For: Jurisdiction


Jaime Aanensen

Authorized Signature

Jaime Aanensen

Printed Signatory Name

05/29/2024

Date

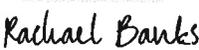
Director, Public Health

Title

Address: 230 Strand Street, St. Helens, OR 97051

Multnomah County

For: Jurisdiction


Rachael Banks

Authorized Signature

Rachael Banks

Printed Signatory Name

501 SE Hawthorne

Address: _____

4/30/2024 | 10:30 PDT

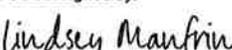
Date

Director, Health Department

Title

Yamhill County

For: Jurisdiction


Lindsey Manfrin

Authorized Signature

Lindsey Manfrin

Printed Signatory Name

638 NW Davis Street, McMinnville Or 97128

Address: _____

4/9/2024 | 16:22 PDT

Date

4/9/2024

Title

For: WASHINGTON COUNTY


Dani Ledezma

Authorized Signature

Assistant County Administrator

Signatory Printed Title

Address: 155 N. 1st. Ave. Hillsboro, OR 97124

5/5/2024 | 18:45 PDT

Date

Approved by the Yamhill County Board of
Commissioners on 4/4/24
via Board Order 24-103



ATTACHMENT A

Statement of Work/Schedule/Payment Term

Purpose

This Intergovernmental Agreement (IGA) establishes the terms and conditions for the sharing of Medical Reserve Corps (MRC) volunteers between the five local public health agencies representing Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties (herein collectively known as “parties” or “agencies”).

Background

I. Statement of Work

Washington, Clackamas, Columbia, Multnomah, and Yamhill Counties agree as follows:

i. Concept of Operations

- A. When MRC volunteers are requested and deployed to another agency outside of their home agency, they shall operate per the requesting agency’s policies and procedures.
- B. Requests between or including Clackamas, Multnomah, and Washington Counties (hereinafter collectively known as the “Tri-Counties”) fall under the administration of the Tri-County MRC Collaborative, which maintains a centralized administrative, onboarding and training process for MRC volunteers in the Tri-County region.

ii. Process for Requesting Assistance

- A. The agency requesting MRC volunteer assistance (hereinafter referred to as “requesting agency”) will notify one or more party agencies (hereinafter referred to as “lending agency or agencies”) that they need MRC volunteers and wish to activate this IGA for obtaining assistance.
- B. Upon receipt of a request for assistance, the requesting agency will complete any necessary documentation, as determined by the lending agency or agencies. The documentation may include any relevant information, such as:
 - a. Specific types of volunteers and/or roles needed (see minimum standards for eligibility).
 - b. Special skills or training desired (CPR, Psychological First Aid, fluency in other languages, etc.)
 - c. Any additional just-in-time training needed prior to deployment (including additional minimum training standards if deploying into the Tri-Counties).
 - d. Physical requirements.
 - e. Responder health and safety information, including potential risks volunteers may face.
 - f. Information about any available medical liability and worker’s compensation coverage.
 - g. Expected duration of deployment and length of shift.
 - h. Where to report, what time to report and to whom they should report.
 - i. What to bring and not to bring with them.
 - j. What to expect at the location including information about accessibility and amenities.
- C. The lending agency will follow internal processes to obtain approval and notify the requesting agency.
- D. Once approved, the requesting agency and lending agency will work collaboratively to fill the request. For deployments from the Tri-Counties this responsibility could be delegated to the Regional MRC Program Staff, housed in Washington County, if the lending agency is unavailable to do so and all impacted parties agree. The process to fill the request may include:
 - a. Notification and activation of volunteers through SERV-OR, an Oregon Health Authority (OHA) maintained system, Better Impact (for Tri-Counties), another system, or manually by the lending agency.
 - b. Re-verification of credentials for volunteers that respond with their availability.
 - c. Verification that volunteers meet the minimum standards for eligibility.
- E. Once deployed, the volunteer acts under the direction and control of the requesting agency.



iii. Minimum Standards for Eligibility

- A. Medical volunteers must hold a current license in good standing¹, from one of the following licensing boards:
- a. Oregon Board of Chiropractic Examiners
 - b. Oregon Board of Clinical Social Workers
 - c. Oregon Board of Dentistry
 - d. Oregon Board of Examiners for Speech-Language Pathology
 - e. Oregon Board of Licensed Professional Counselors and Therapists
 - f. Oregon Board of Massage Therapists
 - g. Oregon Board of Medical Imaging
 - h. Oregon Board of Naturopathic Medicine
 - i. Oregon Board of Pharmacy
 - j. Oregon board of Physical Therapists
 - k. Oregon Board of Psychologist Examiners
 - l. Oregon Board of Respiratory Therapists and Polysomnographic Technologists
 - m. Oregon Health Authority, Public Health Division, EMS & Trauma Systems
 - n. Oregon Health Licensing Agency
 - o. Oregon Medical Board
 - p. Oregon Occupational Therapy Licensing Board
 - q. Oregon State Board of Nursing
 - r. Oregon Veterinary Medical Examining Board
 - s. Any other licensing board of a health or medical profession not listed above, which conducts at least one criminal background check upon initial licensure.
- B. Non-medical volunteers may be requested, if available from the lending agency. Non-medical volunteers must meet all other minimum training standards for eligibility.

iv. Minimum Training Standards for Eligibility

- A. To be eligible for regional volunteer sharing the MRC volunteer must meet the following requirements prior to deployment:
- a. Receive Blood Borne Pathogens training with the last 12 months.
 - b. Receive Health Insurance Portability and Accountability Act (HIPAA) training within the last 12 months. To deploy into the Tri-Counties MRC volunteers must receive the specific Tri-County approved HIPAA training.
- B. Additionally, to be eligible for deployment into the Tri-Counties, MRC volunteers must meet additional training requirements, which will be communicated at the time of the request.

v. Reporting and Follow-Up

- A. Requesting agency will maintain connection with the lending agency to:
- a. Request extension of deployment or additional resources.
 - b. Report any injury or concerns related to volunteer conduct.
 - c. Report hours worked by each deployed volunteer.

vi. Medical Malpractice/Liability

- A. When MRC volunteers are requested, they serve only as agents of that requesting agency. Accordingly, to the extent those MRC volunteers are acting pursuant to such request, MRC volunteers shall only be covered by the liability and insurance policies or programs of that requesting agency. A requesting agency agrees to indemnify, defend, and hold

¹ For the purposes of this IGA, "good standing" is defined by these conditions: (1) A healthcare provider is currently licensed and does not have any disciplinary restrictions and is not suspended nor on probation with their licensing agency; (2) When the healthcare provider was last licensed, they did not have any disciplinary restrictions, they were not on probation nor was their license revoked or suspended by the licensing agency; (3) An individual is not in good standing if they voluntarily surrendered a license while under investigation by the licensing board or in lieu of discipline.



WASHINGTON COUNTY OREGON

harmless the lending agency from any and all claims, lawsuits, or damages arising out of an MRC volunteer's service to the requesting agency.

- B. Information about liability coverage shall be provided to the MRC volunteers and the lending agency prior to deployment.

vii. Worker's Compensation

- A. State-declared emergencies, state of public health emergency or state-sanctioned emergency exercise:
 - a. MRC volunteers who are injured in the course and scope of performing emergency service activities, under the direction of a public body, are covered under Oregon Office of Emergency Management (OEM) Worker's Compensation insurance (see ORS 401.368) as Qualified Emergency Service Volunteers.
 - b. Health care provider volunteers must be within the course and scope of the health care provider's licensure and are not negligent.
- B. Non-state-declared emergency and non-emergency events:
 - a. Worker's Compensation coverage varies by county and information must be provided to the volunteer prior to deployment.
 - b. In all situations, when MRC volunteers are requested by external organizations, they serve as agents of that organization. Volunteers will work under the Worker's Compensation policies of that requesting agency.

II. Terms

i. Review

- A. Parties will jointly, as part of the Public Health Working Group of the Regional Disaster Preparedness Organization, review this agreement no less than every five years, prior to the anniversary date and develop amendments as appropriate.

ii. Duration of Agreement

- A. The term of this agreement shall be effective upon execution by all parties and will expire on February 14, 2029.
- B. Six months prior to termination, the parties shall meet to review the progress and success of the IGA and determine whether it shall be extended for an additional five years.

iii. Conditions

- A. Participation in this Regional MRC sharing IGA shall not preclude any agency from sharing with or requesting MRC volunteers from other agencies beyond the five counties signed herein.
- B. There will be no expectation of compensation under this agreement for sharing volunteers, nor for performing needed administrative tasks to operationalize the agreement.

iv. Termination

- A. Any party may terminate its participation in this IGA at any time by providing 30 days written notice of intent to the other parties. The remaining parties will continue this IGA and it will continue to be in force and effect as to the remaining parties.

For Administrative Use Only – Z99999

Supplier Name: Multnomah, Clackamas, Columbia and Yamhill Counties

Actual Contract Number (CustomText4): 24-0308

Department (Location): HHS - Community Health

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 24-0308

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): \$0 or Not Applicable

SHIP TO (LocShipTo): HHS - Community Health

BILL TO (LocBillTo): HHS - Community Health

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Melissa McKinney

Certificate Of Completion

Envelope Id: 21B0677F27DB4F45B03D525892D72537
 Subject: Complete with DocuSign: 24-0308: Multnomah, Clackamas, Columbia and Yamhill Counties
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

 Envelope Originator:
 Brenna McClamma
 155 N. First Ave, Suite 270
 MS28
 Hillsboro, OR 97124-3087
 brenna_mcclamma@washingtoncountyor.gov
 IP Address: 192.235.66.2

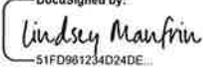
Record Tracking

Status: Original 3/7/2024 1:35:17 PM	Holder: Brenna McClamma brenna_mcclamma@washingtoncountyor.gov	Location: DocuSign
Security Appliance Status: Connected Storage Appliance Status: Connected	Pool: StateLocal Pool: Washington County	Location: DocuSign

Signer Events

Lindsey Manfrin
 manfrinl@yamhillcounty.gov
 4/9/2024
 Security Level: Email, Account Authentication (None), Access Code

Signature

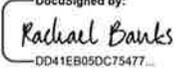
DocuSigned by:

 51FD981234D24DE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 168.220.102.254

Timestamp

Sent: 3/7/2024 1:41:29 PM
 Resent: 4/9/2024 3:41:55 PM
 Resent: 4/9/2024 3:43:56 PM
 Viewed: 4/9/2024 4:22:02 PM
 Signed: 4/9/2024 4:22:44 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/9/2024 4:22:02 PM
 ID: e8be0764-436c-4168-af93-bac2eaea5f51

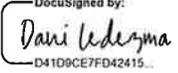
Rachael Banks
 rachael.m.banks@multco.us
 Director, Health Department
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 DD41EB05DC75477...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.246.72.220

Sent: 4/9/2024 4:22:45 PM
 Resent: 4/12/2024 12:46:45 PM
 Viewed: 4/30/2024 10:29:24 AM
 Signed: 4/30/2024 10:30:26 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/30/2024 10:29:24 AM
 ID: e3839d06-9809-4ace-baf1-4a96f75c6eb6

Dani Ledezma
 dani_ledezma@washingtoncountyor.gov
 Assistant County Administrator
 Washington County, OR
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 D41D9CE7FD42415...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.5

Sent: 4/30/2024 10:30:27 AM
 Viewed: 5/5/2024 6:45:10 PM
 Signed: 5/5/2024 6:45:19 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2024 1:41:29 PM
Envelope Updated	Security Checked	4/9/2024 3:41:54 PM
Envelope Updated	Security Checked	4/9/2024 3:41:55 PM
Envelope Updated	Security Checked	4/9/2024 3:41:55 PM
Envelope Updated	Security Checked	4/12/2024 12:46:44 PM
Envelope Updated	Security Checked	4/12/2024 12:46:44 PM
Envelope Updated	Security Checked	4/25/2024 7:54:16 AM
Envelope Updated	Security Checked	4/25/2024 7:54:16 AM
Envelope Updated	Security Checked	4/25/2024 7:54:16 AM
Certified Delivered	Security Checked	5/5/2024 6:45:10 PM
Signing Complete	Security Checked	5/5/2024 6:45:19 PM
Completed	Security Checked	5/5/2024 6:45:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

PH-11429_0\$_IGA_Partially Signed 24-0308

Final Audit Report

2024-05-15

Created:	2024-05-15
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMC6T1stMrNUumUOcurv1OA9c5DULaYrN

"PH-11429_0\$_IGA_Partially Signed 24-0308" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-05-15 - 0:20:16 AM GMT- IP address: 198.245.132.3
-  Document emailed to dswanson@clackamas.us for signature
2024-05-15 - 0:22:00 AM GMT
-  Email viewed by dswanson@clackamas.us
2024-05-15 - 3:29:26 PM GMT- IP address: 107.165.162.31
-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2024-05-15 - 3:30:05 PM GMT- IP address: 172.223.197.184
-  Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2024-05-15 - 3:30:07 PM GMT - Time Source: server- IP address: 172.223.197.184
-  Agreement completed.
2024-05-15 - 3:30:07 PM GMT