

September 10, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a revenue Intergovernmental Agreement with Mid-Columbia Center for Living for cost reimbursement from the upgrade and implementation of the Measures and Outcomes Tracking Systems (MOTS) module for the Cerner electronic health record software.

Purpose/Outcomes	This agreement is for Mid-Columbia to reimburse Clackamas County Health Centers for the cost of upgrading and implementing the MOTS module of the Cerner electronic health record software.
Dollar Amount and Fiscal Impact	Contract maximum value is \$8,000.
Funding Source	Reimbursement from Mid-Columbia Center for Living. No County General Funds will be used.
Safety Impact	
Duration	Effective upon signature and terminates on December 31, 2015
Previous Board Action	No Previous Board Actions
Contact Person	Deborah Cockrell, Health Centers Director – 503-742-5495
Contract No.	7326

BACKGROUND:

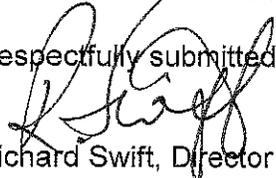
The Clackamas County Health Center Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Mid-Columbia Center for Living cost reimbursement of the upgrade and implementation of the MOTS module for the Cerner electronic health record software. This Agreement provides the basis for a cooperative working relationship to receive a discount on the cost of software upgrade. The cost share is based on the number of users. CCHCD is responsible for 80% and Mid-Columbia is responsible for 20%. CCHCD will facilitate the upgrade to both locations with Cerner and will absorb the upfront costs. At the completion of the project Mid-Columbia will reimburse CCHCD 20% of total cost of the upgrade.

The maximum contract value is \$8,000. This contract is effective upon signature and continues through December 31, 2015.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Richard Swift, Director

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 MID-COLUMBIA CENTER FOR LIVING
 AND
 CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN
 SERVICES DEPARTMENT HEALTH CENTERS DIVISION

Contract #7326

This agreement is entered into by and between Mid-Columbia Center for Living, hereinafter called "CONTRACTOR" and Clackamas County acting by and through its Health, Housing & Human Services Department Health Centers Division (CCHCD). This agreement is effective upon signature and will expire on December 31, 2015. The agreement's term shall thereafter be automatically extended for one additional one year term unless either party issues written notice of the intent to terminate at least three (3) months prior to the end of the first term.

RECITALS:

WHEREAS, CONTRACTOR and CCHCD are units of local government, as that term is defined in ORS 190.003; and,

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. The statute also provides that the agreement may provide for the performance of a function or activity as further set forth in the statute.

1. Purpose of Intergovernmental Agreement (IA)

This is a purchasing agreement between CONTRACTOR and CCHCD for the Cerner Software MOTS upgrade and implementation. To receive a discounted price from Cerner Corp., CCHCD and Contractor are partnering in the purchase of the MOTS upgrade and implementation. Cerner will bill CCHCD for the total cost. CONTRACTOR will reimburse CCHCD for 20% of the total cost.

2. Responsibilities of CCHCD:

During the term of this agreement, CCHCD shall have the following responsibilities:

a. CCHCD

- i. Responsible for payment to Cerner at completion of MOTS upgrade and implementation for Clackamas County Health Centers and Mid-Columbia Center for Living.

3. Responsibilities of CONTRACTOR

- a. Responsible for reimbursing CCHCD for 20% of total cost of upgrade and implementation.

4. Compensation

- A. CONTRACTOR shall compensate CCHCD for satisfactorily completing activities described in Section 2. above.
- B. The total payment to CLACKAMAS shall not exceed \$8,000.
- C. CCHCD shall submit a request for reimbursement when work has been completed.

5. The parties further agree as follows

- a. Termination Rights. Each party to the IA shall have the right to terminate its participation in the IA by providing at least three (3) months prior to the end of the first term advance written notice of its intention to withdraw from the IA to the other party.
- b. Amendments. The parties hereby agree that the IA may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be in writing, dated, signed by the parties and attached to the IA.
- c. Assignment. No party may assign any interest or obligation under the IA without the other party's prior written consent. Subject to the foregoing, the IA shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.
- d. Choice of Law. The IA shall be construed in accordance with and governed by the laws of the State of Oregon.
- e. Entire Agreement. The IA reflects the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings, or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed and attached to the IA.
- f. Indemnification. Each of the parties agrees to be liable for its own conduct and operations and to defend, indemnify and hold the other party harmless against any and all losses therefore. In the event that the loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Oregon. Notwithstanding the foregoing, CCHCD agrees that it shall be solely responsible for all claims, demands, injuries, damages, lawsuits, or losses arising, directly or indirectly, from all healthcare and related services given to students or withheld by CCHCD employees or agents, whether at the SBHC, elsewhere on CONTRACTOR premises, or off CONTRACTOR premises.
- g. Waiver of Subrogation. CCHCD and CONTRACTOR do each herewith and hereby release and relieve the other, and waives its entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning, and the perils included in the extended coverage endorsement, in, on, or about the said premises, whether due to the negligence of any of said parties, their agents or employees-however, such release and waiver shall not apply to fire, damage to property, or other loss caused by recklessness or willful misconduct.
- h. Insurance.
 - i. CCHCD is covered under the County's established self-insurance fund against tort liability for the public body, its officers and agents pursuant to ORS 30.282. This includes professional liability self-insurance. Claims arising from facilities and/or operations that are controlled by the County will be administered through this program. Clackamas County has elected under ORS 656 to self-fund and administer its Workers' Compensation benefits for all claims filed by its employees.
 - ii. CONTRACTOR will maintain general liability insurance coverage at a minimum level of \$1,000,000/\$3,000,000. CONTRACTOR will also maintain adequate property insurance coverage during the term of this agreement.
 - iii. Employer/Employee Relationships. The parties agree that all individuals performing work under this agreement shall be the employees of CCHCD or through subcontract with CCHCD except the custodians and IT/IS support and other support staff provided at the direction of (and employed by) CONTRACTOR.

Mid-Columbia Center for Living
INTERGOVERNMENTAL AGREEMENT - #7326
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iv. Confidential Agreements. The parties agree that all individuals performing work under this agreement shall abide by the federal Health Insurance Portability and Accountability Act (HIPAA) regarding confidentiality of healthcare records. The parties further agree that all reasonable efforts will be taken to obtain parental consent to disclose confidential information to CONTRACTOR-designated personnel in order to better coordinate services to enhance a child's learning and success in school.

i. Notice. Any notice under this agreement shall be directed to:

CONTRACTOR:

Mid-Columbia Center
Ramona Ropek, Deputy Director
1610 Woods Ct.
Hood River, Oregon 97031
(503) 386-2620 X2212
Ramona.ropek@macfl.org

CCHCD:

Clackamas County Health Centers Division
Attention: Deborah Cockrell, FQHC Director
2051 Kaen Road
Oregon City, OR 97045
(503) 650-5694 Direct
dcockrell@co.clackamas.or.us

This agreement consists of six (6) sections.

The parties have executed this agreement on the dates noted below:

MID-COLUMBIA CENTER FOR LIVING

CLACKAMAS COUNTY



By: Ramona Ropek, Deputy Director

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Date

1610 Woods Ct.

Street Address

Hood River, OR 97031

City/State/Zip

503-386-2620 x2212 /

Phone

/ Fax Number

Richard Swift, Director

Health, Housing and Human Services Department

Date