

September 17, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Portland State University for
Trauma Informed Care Training and Consultation

Purpose/Outcomes	Provides training and consultation to Behavioral Health staff and leadership for Trauma Informed Care Services.
Dollar Amount and Fiscal Impact	\$10,000.00. No County General Funds are involved.
Funding Source	State of Oregon, Oregon Health Authority funds
Safety Impact	None
Duration	Effective Upon Signature and terminates on June 30, 2016
Previous Board Action	This is the original Intergovernmental Agreement.
Contact Person	Mary Rumbaugh, Interim Director 503-742-5316
Contract No.	7338

BACKGROUND:

The Clackamas County Behavioral Health Division (CCBHD), Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Portland State University for providing division staff and leadership with training and consultation for Trauma Informed Care.

The Intergovernmental Agreement is effective upon signature and continues through June 30, 2016. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
PORTLAND STATE UNIVERSITY**

Contract # 7338

I. PURPOSE

- A. This agreement is entered into between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and Portland State University, School of Social Work Regional Research Institute for Human Services (PSU) for the cooperation of units of local government under the authority of ORS 190.010.

II. SCOPE OF COOPERATION

A. PSU agrees to:

1. Provide training and consultation to COUNTY Behavioral Health Division staff regarding trauma informed care and best practices to implement at the health centers. Trainings to be scheduled as agreed upon by both parties.
2. Provide all handouts and training materials.
3. Provide on-site consulting regarding trauma informed care implementation in the clinics.

III. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate PSU for satisfactorily performing the services identified in Section I at a rate as follows:

- | | | |
|--|---------------------------------|-----------|
| 1. Trauma Informed Care 101 (Two sessions) | \$1,000 Flat rate x2= | \$2000.00 |
| 2. Trauma Informed Care 201 (Two sessions) | \$1,000. Flat rate x2= | \$2000.00 |
| 3. Increase training capacity consultation/train the trainer pilot | \$150/ hour for up to 10 hours. | |
| 4. Consultation | \$150/ hour for up to 30 hours | |

The total payment to PSU shall not exceed **\$10,000.**

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

PSU shall submit an invoice by the tenth day of the month following that in which service was performed. The invoice shall list the contract number **#7338**, dates of service, hours worked, service provided and the total amount due for all service provided during the month. Invoice shall be submitted electronically to:

BHAP@co.clackams.or.us

When submitting electronically, designate CONTRACTOR name and contract # **7338** in the subject line 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 PSU.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should PSU fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until PSU submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of PSU.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of PSU which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to PSU were in excess of the amount to which the PSU was entitled, then PSU shall repay the amount of the excess to COUNTY.

IV. SPECIAL REQUIREMENTS

- A. COUNTY and PSU agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the AMH.
- B. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- C. 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

V. INDEMNIFICATIONS

- A. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, PSU agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of PSU, and PSU's officers, agents and employees, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless the PSU its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this contract.

VI. CONTRIBUTIONS

- A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party if the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- B. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- C. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

VII. AMENDMENT

- A. This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VIII. TERM OF AGREEMENT

- A. This agreement becomes effective upon signature, and is scheduled to terminate June 30, 2016.
- B. This agreement is subject to termination by either of the parties when 30 days' written notice has been provided.

