



COPY

Richard Swift
Director

October 29, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Multnomah County for a Regional
Older Adult Behavioral Health Coordinator

Purpose/Outcomes	To provide a shared regional Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington counties.
Dollar Amount and Fiscal Impact	The contract maximum \$67,086. To be paid in annual installments of \$33,543.00. Payments may require adjustment for annual salary increase and cost of living increase, Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Previous Board Action	There is no previous board action for these services
Contact Person	Mary Rumbaugh, Interim Director- Behavioral Health Division - 742-5305
Contract No.	7381

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County to fund an Older Adult Behavioral Health Coordinator position. The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington County with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The contract is effective July 1, 2015 and continues through June 30, 2017. County Counsel has reviewed and approved this contract on October 20, 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

Healthy Families. Strong Communities.

INTERGOVERNMENTAL AGREEMENT

Contract Number 2014176

This is an Agreement between Clackamas County and Multnomah County (County).

PURPOSE:

The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington County with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from 7/1/2015 to 6/30/2017.
2. **RESPONSIBILITIES OF Clackamas County.** Clackamas County agrees to pay County for specific services based upon the applicable payment terms set forth below:

A. Contract Funding.

Payments for specified time periods are as follows:

July 1, 2015 - June 30, 2016: Annual payments will be \$ 33,543.

July 1, 2016 - June 30, 2017: Annual payments will be \$ 33,543.

- B. Payments may require adjustment for annual salary increase and cost of living increase, Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.
- C. Clackamas County will provide work space for this position while performing coordination services in Clackamas County.
- D. Request for Payment.

1. Clackamas County shall pay Multnomah County equal monthly allotment upon receipt of an invoice from Multnomah County on letterhead referencing this agreement.

Invoice shall be submitted via email to: BHAP@co.clackamas.or.us

2. Clackamas County will remit payment within 30 days from receipt of invoice to:

Multnomah County, MHASD
Community Mental Health Program
421 SW Oak St, Suite 520
Portland, Oregon 97204
Attn: Rosa Nguyen

3. RESPONSIBILITIES OF COUNTY. The County agrees to provide a position for regional coordination and project management to enhance communication and collaboration, as well as address unmet needs and capacity issues, between AAA/APD network and the Mental Health/Behavioral Health network across the region. The County will supervise the position provide work space, equipment (computer, phones, and mileage), and office supplies as needed.

A. The position will provide the following services in coordination with the County Older Adult Behavioral Health Specialists:

- 1) Serve as a regional liaison between the Older Adult Behavioral Health Specialist in each of the three counties and identify common strengths and barriers. Ensure that all Specialists receive the same information in a timely manner either from DHS/OHA or from other Specialists;
- 2) Support the OABHS in organizing, and facilitating meetings with stakeholder groups to identify unmet needs and build regional and local consensus and collaboration;
- 3) Represent the regional Older Adult Behavioral Health Initiative team in state and stakeholder meetings, administrative hearings, and committee meetings as determined by the OABHS Team;
- 4) Provide written and verbal reports and presentation on project status as required;
- 5) Facilitate project goals and deliverables for the regional taking into account locals needs;
- 6) Facilitate and coordinate work among various project team members;
- 7) Coordination of regional training initiative, community education and staff development, assess and identify training needs;
- 8) Liaison with other Regional Coordinators;
- 9) Support local OABHS specialists in fostering and maintaining effective internal and external communication and consult with staff across all three counties;
- 10) Oversee technical project and compliance reports, records, and documentation;
- 11) Provide consultation as requested to OABHS staff working on the initiative across the three county area;

4. TERMINATION: This agreement may be terminated by either party upon 30 day's written notice.

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

6. **INSURANCE:** Neither party shall be required to provide or show proof of any other insurance coverage.
- A. **Workers Compensation.** The Older Adult Behavioral Health Coordinator position shall remain a position of the County and shall not be considered an employee of Clackamas County with respect to provision of services under this Agreement for any reason. Clackamas County does not assume and shall not assume any liability under any law relating to Workers Compensation. County certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.
- B. **Professional and General Liability.** During the term of this Agreement, County will maintain professional and general liability insurance coverage each with limits of at least one million (\$1,000,000.00) per occurrence and at least three million (\$3,000,000.00) annual aggregate. County may fulfill its obligations of this paragraph through a program of self-insurance provided County's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in this paragraph. County's insurance shall be primary insurance as respects to Clackamas County. Any insurance or self-insurance maintained by Clackamas County shall be excess and shall not contribute to it.
7. **DEBT LIMITATION CLAUSE** This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.
8. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. **ADDITIONAL TERMS AND CONDITIONS:**
Payments may require adjustment for annual salary increase and cost of living increase. Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee:

Signature:

Date:

Print Name:

Richard Swift

Dept Director or Designee:

Title:

Director,
Health Housing & Human Services

Date:

Joanne Fuller / WJ
10/14/15

Date:

JENNY M. MADKOUR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by:

Kim Ybarra (via email)

By
Assistant County Attorney

*Approved via email by
Patrick Henry*

Date:

10/20/15

Date:

9/17/15