

July 7, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a renewal Revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center

<b>Purpose/Outcomes</b>	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM).
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$12,000.
<b>Funding Source</b>	Emergency Medical Services Coordination – No County General Funds will be used.
<b>Duration</b>	Effective July 01, 2016 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Build a strong infrastructure
<b>Previous Board Action</b>	The Board of County Commissioners previously reviewed this agreement on June 26, 2013 agenda item 062913-A10, June 05, 2015 agenda item 060514-A2, and June 25, 2015 agenda item 062515-A4
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7816

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with the City of Lake Oswego to provide Medical Direction for the Fire Department and Communications Center. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) such as, developing a program to ensure LOFD meets the state requirements and to establish performance standards. This agreement will ensure that LOFD first responders meet requirements and protocols for the provision of EMS care.

The maximum contract value is \$12,000. This contract is effective July 1, 2016 and continues through June 30, 2017.

**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  
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND  
THE CITY OF LAKE OSWEGO  
Contract # 7816**

**1. Purpose**

- A. This Agreement is entered into between the Clackamas County (County) and the City of Lake Oswego (City) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) and Lake Oswego Police Department (LOPD).

**2. Scope of Cooperation**

- A. County agrees to:
  - 1. Assign a mutually agreed upon physician to provide Medical Director Services to LOFD and LOCOM.
  - 2. Meet with LOFD personnel on a mutually agreed upon schedule to develop a program to:
    - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
    - b. Evaluate each EMS Provider's skill performance annually.
    - c. Provide case reviews.
    - d. Oversee and direct training courses.
    - e. Oversee and direct a quality improvement program.
  - 3. Provide medical direction and approval of Priority Dispatch Cards and case reviews for LOCOM dispatchers.
  - 4. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the City of Lake Oswego, in accordance with Federal and State regulations.
  - 5. Provide contact information so that LOFD personnel can contact assigned Medical Director (or designee) in a timely manner.
- B. City agrees to:
  - 1. Meet with County personnel on a mutually agreed upon schedule to

develop and maintain a program to:

- a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Oversee and direct training courses.
  - e. Oversee and direct a quality improvement program.
2. Provide an EMS Coordinator to:
- a. Coordinate training exercises and skill monitoring.
  - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
  - c. Coordinate case reviews and necessary training for LOCOM dispatchers.
  - d. Provide periodic reports to guide training efforts.
  - e. Organize the classes and locations, obtain instructors, and will notify Medical Director at least two (2) months in advance of the class as to Medical Director's role in said courses.
3. City further agrees to the following regarding the authority of the Medical Director:
- a. The City will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
  - b. LOFD personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
  - c. As per ORS 682-245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by LOFD Department personnel.
  - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
  - e. County is not an employer of its EMTs, and acknowledges that no employment relationship exists between County and the EMTs employed by the City.

### 3. Compensation

- A. City will pay to County an amount not to exceed \$ 12,000.00 for services described in section 2A. Payments shall be requested and made as follows:

Payment of \$1,000.00 will be requested monthly by invoice from County. Payment will be made by City within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Finance  
Attn: Cheryl Bowen, Accounts Receivable  
2051 Kaen Road  
Oregon City, OR 97045

### 4. Liaison Responsibility

Liaison from City will be:

Larry Goff, Chief, Lake Oswego Fire Department  
PO Box 369, Lake Oswego, OR 97034  
(503) 697-7410  
lgoff@ci.oswego.or.us

Liaison from County will be:

Larry MacDaniels  
2051 Kaen Road, Oregon City, OR 97045  
(503) 655-8256  
larrymac@co.clackamas.or.us

### 5. Other Terms

- A. Compliance with Laws. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. Indemnification and Hold Harmless. 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.

- E. Notice of Litigation. 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.
- F. Insurance. 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.

## 6. **Term of Agreement**

- A. The term of this agreement is a period beginning when it becomes effective and ending one year later. City may elect to renew this Agreement upon the same terms and conditions for additional one-year periods. Renewal shall occur upon written notice to County not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Agreement is renewed.

## 7. **Termination**

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.
- C. This agreement may be terminated at any time by mutual agreement of the County and the City.

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**CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CITY OF LAKE OSWEGO**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Scott Lazenby, City Manager

Attest: \_\_\_\_\_  
Recording Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
City Attorney