

October 20, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Letter of Agreement with the Healthy Columbia Willamette Collaborative (HCWC)
Participants for the Continuing Assessment and
Reporting of Health Care Needs in our Four-County Community

Purpose/Outcomes	Define roles, responsibilities and funding obligations between the founding hospitals, public health, and coordinated care organization participants in the continuing assessment and reporting of health care needs in our four-county community.
Dollar Amount and Fiscal Impact	Clackamas County is obligated to pay \$13,655.56 per year for 3 years. The maximum contract value is \$40,966.68
Funding Source	252-3210-8150 Public Health Program Admin
Duration	Effective August 01, 2016 and terminates on July 31, 2017 and may be renewed for 2 additional years.
Strategic Plan Alignment	1. Efficient and effective services. 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously reviewed this on September 12, 2013 Agenda item 091213-A-4.
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7971

BACKGROUND:

Clackamas County Public Health Division (CCPHD) is partnering with other hospitals, public health departments, and coordinated care organizations with the four-county region comprised of Washington, Multnomah, Clackamas and Clark Counties in an effort to maximize resources, assess community health needs, and improve the overall wellbeing of the communities. Each participant pays a fee which funds the work performed. The participants in HCWC are Washington County, Multnomah County, Clackamas County, Clark County, Legacy Emanuel, Legacy Good Samaritan, Providence Portland, Legacy Mount Hood, Adventist Medical Center, Oregon Health & Sciences University, Providence Milwaukie, Kaiser Sunnyside, Kaiser Westside, Legacy Meridian Park, Providence Willamette Falls, Tuality Healthcare (Tuality and Tuality Forest Grove), Providence St. Vincent, Peace Health Southwest Washington, Legacy Salmon Creek, FamilyCare Health Plan and Health Share of Oregon and Oregon Health Care Quality Corporation (Q Corp) the Community Convener.

This Agreement defines roles, responsibilities and funding obligations between the founding hospitals, public health, and coordinated care organization participants in the continuing assessment and reporting of health care needs in our four-county community.

This contract is effective August 01, 2016 through July 31, 2017 and may renew for 2 additional years. The County's total commitment for the three year period would be \$40,966.68. This contract has been reviewed by County Counsel on October 5, 2016. The contract is being processed retro-actively due to language negotiations.

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
Health, Housing, and Human Services

LETTER OF AGREEMENT
Contract Number 1112161-3

This Letter of Agreement (Agreement) is between Washington County, Multnomah County, Clackamas County, Clark County, Legacy Emanuel, Legacy Good Samaritan, Providence Portland, Legacy Mount Hood, Adventist Medical Center, Oregon Health & Sciences University, Providence Milwaukie, Kaiser Sunnyside, Kaiser Westside, Legacy Meridian Park, Providence Willamette Falls, Tuality Healthcare (Tuality and Tuality Forest Grove), Providence St. Vincent, Peace Health Southwest Washington, Legacy Salmon Creek, FamilyCare Health Plan and Health Share of Oregon (herein referred to as “Participants”) and Oregon Health Care Quality Corporation (Q Corp) (herein referred to as “Community Convener”). Each Participant and the Community Convener is a separate party to this Agreement.

PURPOSE:

The purpose of this Agreement is to define and describe the agreed on work of the Healthy Columbia Willamette Collaborative (HCWC) and responsibilities of Participants and Community Convener, as outlined in Attachment A (Memorandum of Understanding: Cycle Three) and Attachment B (Leadership Group Charter), as well as set forth the payment terms for Participants’ membership fee to the HCWC.

The parties agree as follows:

1. **TERM.** Subject to Section 3 below, the term of this Agreement is August 1, 2016 through July 31, 2017. The Agreement will be renewed for an additional two (2) years (August 1, 2017 through July 31, 2019) on Community Convener’s successful performance and progress on Agreement deliverables as described in Attachment A and as approved in writing by Participants.
2. **RESPONSIBILITIES OF PARTICIPANTS.** During the term of this Agreement, each Participant agrees to pay the Community Convener the HCWC annual membership fee, as described in the chart below.

Facility/System	Flat charge per System Per Year-2016-2019
Legacy Emanuel (5 hospitals)	68,277.78
Providence (4 hospitals)	54,622.22
Kaiser Permanente (2 hospitals)	27,311.11
Health Departments (4 counties; \$13,655.56 each)	54,622.22
Adventist Medical Center	13,655.56
Oregon Health & Science University	13,655.56
Tuality Healthcare	13,655.56
FamilyCare Health Plan	13,655.56
Peace Health Southwest Washington	13,655.56
Health Share of Oregon	13,655.56
Total Per year	286,766.67

Payment of the membership fee is due within thirty (30) days of receipt of an invoice from Community Convener.

Subject to Sections 1 and 4 of this Agreement, each Participant agrees to a three (3) year financial commitment of the annual membership fee. As described in Section 4 below, termination of this Agreement by a Participant prior to the end of the Agreement term does not change or end that Participant's commitment to pay a prorated portion of the annual membership fee.

Participants further agree to abide by the responsibilities and obligations as described in Attachment A and Attachment B, which are incorporated by reference herein.

3. **RESPONSIBILITIES OF COMMUNITY CONVENER.** Community Convener shall invoice Participants for the annual membership fee no later than the first day of September for each year of the Agreement term. Community Convener further agrees to abide by the responsibilities and obligations assigned to it, as described in Attachment A and Attachment B.
4. **TERMINATION.** This Agreement may be terminated by any party on 60 days written notice to the non-terminating parties. If a Participant terminates their participation in this Agreement prior to the end of the Agreement term, as described in Section 1 above, then the terminating Participant's obligation for payment of the annual membership fee shall be prorated based on the amount of time that Participant was a party to the Agreement. In the event that a Participant terminates, the Community Convener shall have the opportunity to renegotiate the budget and/or work plan, as described in Attachment A, with the remaining Participants. If the Community Convener terminates the Agreement, all membership fees that are unused at the time of termination shall be returned to each of the Participants based on that Participant's share of the total annual fees.
5. **AMENDMENTS.** This Agreement may be modified or amended only by the written agreement of Participants and Community Convener. If additional contractual processes or agreements are required by any of the Participants and Community Convener in order to carry out their responsibilities under the terms of this Agreement, those processes and agreements will be separately defined and executed between the parties that require such.
6. **INDEMNIFICATION.** Each party shall be responsible for all liability, loss and costs arising out of or resulting from the acts of its officers, employees and agents in the performance of this Agreement.
7. **INSURANCE.** Each party shall be responsible for providing worker's compensation insurance, as required by law, for its respective work force. Parties shall not be required to provide or show proof of any other insurance coverage.
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 in connection with this Agreement.
10. **ACCESS TO RECORDS.** Each party shall have access to the non-confidential portions of books, documents and other records of the others parties which are related to this

Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT.** Parties will not subcontract or assign any part of this Agreement without the written consent of all other parties.

12. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and replaces, in their entirety, any and all previous agreements entered into by Participants for work related to the HCWC, including the most recent agreement titled Inter-Agency Agreement, Contract Number 1112161-2.

PARTICIPANT SIGNATURE

FamilyCare Date

Health Share of Oregon Date

Washington County Date

Multnomah County Date

Clackamas County Date

Clark County Date

Legacy Date
Emanuel
Good Samaritan
Mount Hood
Meridian Park
Salmon Creek

Oregon Health & Science Date
University

Providence Date
Portland
Milwaukie
St Vincent
Willamette Falls

Oregon Health Care Quality Corporation Date

Adventist Medical Center Date

Tuality Community Date
Tuality Forest Grove

PeaceHealth Southwest Date