

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2016-226

DATE: December 12, 2016

REQUESTED ACTION:

County Manager approval of an agreement with Oregon Health & Science University, an Oregon statutory public corporation (OHSU), HDC.895 with Clark County. Clark County will reimburse OHSU \$450 per month from the \$900 per month we will receive from Skamania County, whereby Clark County shall provide regional Health Officer coverage. Further, we request authorization for the Public Health Director to sign amendments. The period for this contract is November 1, 2016-August 15, 2017. Remuneration is not to exceed \$4,500 associated with this agreement.

_____ Consent _____ Hearing X County Manager

BACKGROUND Skamania County officials have requested that Clark County Public Health continue to provide Health Officer services. Skamania County agrees to reimburse Clark County \$900 per month for Health Officer coverage. In turn, we will be use an OHSU resident, Teresa Everson MD, to provide Health Officer services remotely from OHSU Campus and through site visits to Skamania County Health Department Offices under the Public Health Director/Health Officer’s supervision.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

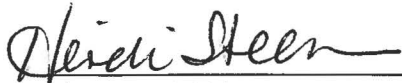
YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	0
Grant Fund Dollar Amount	0
Account	1025, Public Health
Company Name	OHSU

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Heidi Steen, MBA
Financial Analyst/Public Health

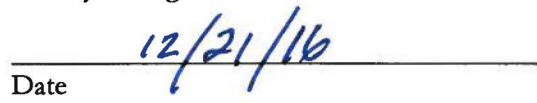


Alan Melnick, MD, MPH, CPH
Health Director/Health Officer

CLARK COUNTY



Mark McCauley
County Manager


Date

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
		0		0		
Total		0		0		

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
4014 – Solid Waste			900		3,600		
Total			900		3,600		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		900		3,600		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		900		3,600		

**OREGON HEALTH & SCIENCE UNIVERSITY
SHORT FORM SALE OF SERVICE**

This is a Contract between Oregon Health & Science University, an Oregon statutory public corporation, (OHSU), and Clark County (ENTITY).

SCOPE OF WORK	<p>Scope of work includes the position description below as well as goals and objectives as outlined in the Program Letter of Agreement with the Clark County Health Department.</p> <p>Position Description:</p> <p>See Attached - OHSU Resident Position Description-Teresa Everson document.</p> <p>NAME OF INDIVIDUAL PERFORMING WORK: Teresa Everson MD Preventive Medicine Resident OHSU-PSU School of Public Health 3181 SE Sam Jackson Park Road CB 669 503-494-2551 eversont@ohsu.edu</p> <p>NO OTHER LEGAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED. IF TERMS OTHER THAN THOSE RELATED TO THE SCOPE OF WORK AND COMPENSATION ARE INCLUDED ABOVE, THIS CONTRACT WILL BE NULL AND VOID.</p> <p>SERVICES TO BE PROVIDED AT: (IDENTIFY LOCATION) Remotely from OHSU Campus and site visits to Skamania County Health Department Offices.</p>	
TERM OF CONTRACT	<p>This Contract will be effective upon the date of the last signature and will continue until 8/15/2017. (Work cannot begin prior to the signature of the ENTITY's signature on this Contract.)</p> <p>This Contract may be terminated at any time by mutual consent of both Parties or by either Party, at its discretion, upon thirty (30) days written notice.</p>	
COMPENSATION & CONSIDERATION	<p>OHSU will be reimbursed as follows:</p> <p>The rate of pay shall be \$ 450.00 (which is: <input type="checkbox"/> hourly <input type="checkbox"/> flat fee <input checked="" type="checkbox"/> other <u>Per Month</u>).</p> <p>Payment includes (if applicable): <input type="checkbox"/> Travel Related Expenses <input type="checkbox"/> Other Expenses _____ <input type="checkbox"/> Other _____</p> <p>Upon receipt of invoice from OHSU, ENTITY will reimburse OHSU within thirty (30) days. Interest on any overdue payment or amount shall accrue as of the 31st day at no more than 15% <input type="checkbox"/> Check if applicable</p>	
<p>All Notices should be sent to the following individuals for each party.</p>		
ENTITY CONTACT INFORMATION	ENTITY DEPARTMENT	ENTITY CONTRACTING & NOTICES ADDRESS
<p>Name: Title: Mailing address: Phone: Fax: Email:</p>	<p>Alan Melnick, MD, MPH, CPH Public Health Director/Health Officer PO Box 9825 Vancouver, WA 98666 360-397-8412</p> <p>Alan.Melnick@clark.wa.gov</p>	<p>Holly Barnfather Procurement and Contract Coordinator PO Box 9825 Vancouver, WA 98666 360-397-8226</p> <p>Holly.Barnfather@clark.wa.gov</p>
Invoice Mailing Address	<p>Clark County Public Health Attention: Accounts Payable PO Box 9825 Vancouver, WA 98666</p>	
OHSU CONTACT INFORMATION	OHSU DEPARTMENT	OHSU CONTRACTING & NOTICES ADDRESS
<p>Name: Title:</p>	<p>John Stull, MD, MPH</p>	<p>Debbie Goss</p>

Mailing address: (Include mail code) Phone: Fax: Email:	Preventive Medicine Residency Director 3181 SW Sam Jackson Park Road CB 669 Portland, OR 97239-3098 503-494-2551 phone 503-494-4981 fax stullj@ohsu.edu	Contract Coordinator Contracting Services Group, MC104 Oregon Health & Science University 3930 SW Macadam Ave Portland, OR 97239 503-494-4768 503-494-6937 goss@ohsu.edu	
PAYMENT REMITTANCE Payments will be made payable to "OHSU" and mailed to this address.	Hillary Regan Program Coordinator OHSU-PSU School of Public Health 3181 SW Sam Jackson Park Road CB669 Portland, OR 97239-3098 503-494-2551 phone reganh@ohsu.edu	OHSU TAX IDENTIFICATION NUMBER	Enter tax id to be used for this revenue

CONTRACT TERMS OF SERVICE: THIS CONTRACT AND ALL ITS EXHIBITS, SCHEDULES, AND DOCUMENTS ATTACHED, ARE SUBJECT TO OHSU'S SALE OF SERVICE TERMS OF SERVICE, WHICH BY THIS REFERENCE ARE INCORPORATED AS ATTACHMENT A TO THIS CONTRACT.

CONFLICTING PROVISIONS: This Contract, the Sale of Service Terms of Service, and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision herein. OHSU shall not accept ENTITY Purchase Orders as a legally binding contract. No other Terms and/or Conditions will be accepted.

OHSU DEPARTMENT APPROVAL: By signature below, the OHSU Department approves and agrees to provide the services as outlined in the Scope of Work under this Contract.

OHSU DEPARTMENT APPROVAL	David Bangsberg, MD, MPH Dean, OHSU-PSU School of Public Health	_____ Approval Signature & Date:
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By the signature below, ENTITY agrees to the Terms of Service outline in this Contract.

CLARK COUNTY

APPROVED AS TO FORM ONLY
 ANTHONY F GOLIK
 PROSECUTING ATTORNEY

Jane E Vetto 12/2/16

 Jane Vetto, Senior Deputy Prosecuting Attorney
 DATE

Mark McCauley

 Mark McCauley, County Manager
 DATE 12/21/16

OREGON HEALTH & SCIENCE UNIVERSITY

APPROVED AS TO FORM

[END]

Contracting Services Group
Approved by Legal and Risk Management
12.15.2014

**ATTACHMENT A
OREGON HEALTH & SCIENCE UNIVERSITY
SALE OF SERVICE
TERMS OF SERVICE**

The services offered by OHSU are contingent on ENTITY's agreement with all of the terms of service outlined below. ENTITY and OHSU shall be referenced herein as a "Party," individually, and the "Parties," collectively. In the event the Terms conflict with a signed agreement, for the same services that ENTITY has with OHSU, the terms of the signed agreement prevail.

1. REPRESENTATIONS AND WARRANTIES: During the Term of this Contract, each party represents and warrants that (a) it validly exists and is authorized to transact business in the State of Oregon and (b) this Contract shall be a valid and binding obligation of the party enforceable in accordance with its terms.

OHSU's services provided to ENTITY ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, INCLUDING ACCURACY OR THAT SERVICES WILL BE PROVIDED ERROR-FREE.

In no respect shall OHSU incur any liability for any damages, including, but limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the use of the OHSU's services, whether or not based upon warranty, contract, tort, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of, the report, or any services that may be provided by OHSU pursuant to this Contract.

2. COMPLIANCE WITH APPLICABLE LAW: The Parties agree to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be performed by OHSU. ENTITY acknowledges that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192) and the provisions and limitations of the Oregon Tort Claims Act ORS 30.260 through 30.300 for tort liability, including personal injury and property damage.

3. DISPUTE RESOLUTION: ENTITY and OHSU agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or related to the Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, then such dispute will be mediated by a mutually-acceptable mediator to be chosen by the Parties within fifteen (15) business days after written notice by one of the Parties demanding mediation. Neither Party may unreasonably withhold consent to the selection of the mediator. The Parties agree to share the cost of the mediation equally. Such mediation will take place in Portland, Oregon. If the dispute cannot be resolved by the Parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the Parties, then either Party may seek resolution of the dispute as allowed by law.

4. FORCE MAJEURE: Neither Party shall be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected Party's reasonable control.

5. GOVERNING LAW: THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. ANY CLAIM, ACTION, OR SUIT BETWEEN ENTITY AND OHSU THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THE AGREEMENT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ENTITY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

6. MUTUAL RESPONSIBILITY: Except as otherwise limited by Oregon law, each Party will be responsible for its tortious acts and those of its officers, employees or agents.

7. NO REQUIREMENTS OR INDUCEMENTS TO REFER: It is not the purpose of this Agreement to induce the referral of patients. The Parties acknowledge and agree that there is no requirement under this Contract or any other agreement or arrangement between the Parties that either Party refer any patient to the other Party for products or services. The Parties acknowledge and agree that no payment under this Contract is in return for the referral of patients or for the purchasing, leasing or ordering of any products or supplies. The terms and conditions of this Contract represent the result of arms-length negotiations between unaffiliated parties and no terms or payments have been determined in a manner which takes into account the volume or value or business generated or to be generated between the Parties. The Parties acknowledge and agree that the relationship and arrangement between the Parties does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law, including but not limited to state and federal anti-kickback laws and laws relating to physician self-referrals,

and the activities to be performed under this Contract do not and shall not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes and the legitimate educational/research purposes of this Contract.

8. PUBLICITY: No Party shall advertise, market or use other promotional efforts that include any data, pictures or other representations of the other Party, including any object which the other Party considers a service mark, trademark or landmark of that Party, without the prior written permission of an authorized representative of the other Party.

9. THIRD PARTY BENEFICIARIES: ENTITY and OHSU are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

10. WAIVER: The failure of OHSU to enforce any provision of the Contract shall not constitute a waiver by OHSU of that or any other provision.

11. USE OF OHSU STAFF AND FACILITY: If applicable to the Scope of Work, when ENTITY and its employees or agents on OHSU's Campus or Facilities, ENTITY shall comply with all applicable OHSU policies, including but not limited to, parking on OHSU Campus, requirements regarding background, criminal history checks, and complete any training required by OHSU. OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of ENTITY or its employees, subcontractors, or agents that may be stored, or located on OHSU premises.

12. INTELLECTUAL PROPERTY RIGHTS: OHSU employees providing services under this Contract, are employees of Oregon Health & Science University and has responsibilities and research projects resulting from his/her activities as such an employee. Notwithstanding any other provisions in this Contract, ENTITY shall not have any rights to any work product, intellectual property and/or other works or materials created by OHSU employees as a result of employment with Oregon Health & Science University.

[END TERMS]

Contracting Services Group
Approved by Legal and Risk Management
12.05.2014