



EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
for
COVID-19 SITE TESTING and VACCINATION SERVICES

Multnomah County Agreement Number HD-IGA-E-13028-2021

This is an Agreement between the City of Portland through Portland Fire & Rescue ("City" or "PF&R" or "CONTRACTOR"), a municipal corporation of the State of Oregon, and Multnomah County by and through its Health Department ("County"). referred to collectively as the "Parties."

Portland Fire & Rescue:
55 SW Ash Street
Portland OR 97204

Party contacts and County's and City's Project Manager for this Agreement are:

For City of Portland:	For Multnomah County:
Name: Lisa L. Reslock	Name: Debbie Rood Costello
Title: CHAT Coordinator BSN, RN, FF/EMT	Title: Finance Manager
Address: 55 SW Ash	Address: Gladys McCoy Building 619 NW 6th Avenue
City, State: Portland, Oregon	City, State: Portland, OR 97209
e-mail: lisa.reslock@portlandoregon.gov	e-mail: Deborah.j.rood@multco.us
Copy to:	
Procurement Services	
1120 SW 5 th Ave.	
Portland OR 97204	

PURPOSE:

The purpose of this agreement is Portland Fire & Rescue (PF&R), in partnership with Multnomah County Public Health, conducts targeted COVID-19 Testing and Vaccinations in designated parts of the City of Portland. This partnership follows guidelines set forth by state of Oregon to provide access to COVID-19 Testing and Vaccinations for Oregonians.

This Project will work to provide localized access to Portland's most vulnerable and disproportionality impacted communities, congregate care or group living facilities, particularly those who are high risk or more severely impacted by COVID-19, including racial and ethnic minority groups and those 60 years of age or older or with underlying health conditions.

The Parties agree as follows:

- TERM.** The term of this agreement shall be from Friday, January 01, 2021 to Saturday, January 01, 2022. This agreement may be renewed.
- CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$800,000.
- RESPONSIBILITIES OF CONTRACTOR.**
 - Drive-Through and Mobile Testing and Vaccination**
 - Hours of operation and size of team to be guided by community need in coordination with County.

- a) PF&R assemble independent vaccination clinic (drive through or mobile), including scheduling, vaccination, data and vaccine management, and any other duties needed to comply with OHA and federal vaccination handling and administration policy.
- b) PF&R shall perform the COVID testing and vaccination services as described in this Agreement with City of Portland staff either detailed on their regular schedule or on overtime.
- c) City will invoice the County on a monthly basis as described in the Payment Procedures in Section 12.
- d) City will purchase all supplies and services required for Drive-Through and Mobile testing and Vaccination, including tents, cones, and ambulance services.

2. Key Position: Personnel and Staff

- A. Key Position Specimen Collector, Vaccinator and Assistant– Personnel supplied from City, PF&R provide PPE includes Tyvek suits, doubled gloves, PAPR/SCOTT facemask, SCOTT facemask with P100 filters or Rescue MSA Comfo-classic mask with Goggles. Yellow gown, N95 and goggles/glasses worn for vaccination delivery.
- B. Key Position Site Staff Assistants – Staff and Personnel provided by City, PF&R, Multnomah County and trusted community partners and volunteer(s). PPE includes Standard contact precautions: gloves, mask.

4. RESPONSIBILITIES OF COUNTY.

- A. County request City staffing to provide clinical vaccination support (including health screening review, vaccination administration, observation) or COVID test swab collection at county-managed mobile and standing testing or vaccine sites. These may include residences, community-based settings, group residential settings, outdoors.
- B. County will work with PF&R to identify populations of focus, connect to community based organizations and other service providers to outreach to and assist with community member scheduling, and will re-distribute or approve direct allocation of vaccine to PF&R.
- C. The County will notify PF&R's Project Manager of upcoming COVID-19 testing and vaccination staffing requirements to ensure adequate time for PF&R to schedule appropriate personnel.
- D. The County agrees to reimburse City for regular and overtime staffing expenses as described in the Payment Procedures below.
- E. County will reimburse City for expenses associated with Drive-Through and Mobile testing and Vaccination.

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

- 6. **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 PF&R 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 the Contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, PF&R shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of PF&R its officers, employees and agents in the performance of the Contract.
- 7. **INSURANCE.** Each Party shall each be responsible for providing worker's compensation insurance as required by law. Neither Party shall 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 the Contract.
- 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 the Contract for the purpose of examination, copying and audit, unless otherwise limited by law.

- A. County acknowledges that City is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information County submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by County is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which County requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information. Parties are responsible for their own records.

11. **SUBCONTRACTS AND ASSIGNMENT.** Neither Party will subcontract or assign any part of the Contract without the written consent of the other Party.

12. **PAYMENT/BILLING.**

The maximum that the City can be paid on this Contract is \$800,000: hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this contract. Nothing in this contract requires the County to pay for work that is not in accordance with standard scientific and academic principles or other requirements of this Contract. The actual amount to be paid Contractor may be less than that amount.

Payment Procedures.

At the end of each month in which City staff have performed the testing or vaccination services described in this agreement, PF&R shall submit an invoice to the County that documents total personnel expenses including employee name, hourly rates, and the dates and hours worked, expenses and supplies. Within 30 days of receiving the City's invoice and supporting documents, and subject to the terms and conditions in this Agreement, the County shall reimburse the City for its eligible personnel for the services set forth in this agreement and for expenses associated with Drive-Through and Mobile testing and Vaccination.

A. **Contractor shall be paid for Work on the following basis:**

- 1) COUNTY shall pay PF&R \$129,587 for personnel and supplies expenses (expensed January 1 - March 26, 2021)
- 2) Estimated per clinic costs to be itemized in invoice:

Misc. Supplies Cost per Clinic	AMR Cost per Clinic	Estimated Personnel Drive Through Site Clinic Cost
• Misc. supplies/PPE costs of \$500 per clinic	• AMR ambulance on standby = \$1,323 per clinic	• \$18,000
		Estimated Personnel Per Mobile Clinic
		• \$4,000

All invoices must be billed to "Multnomah County" and include the following information:

- A. Invoice number and invoice date,
- B. Vendor name and address,
- C. Multnomah County contract number,

- D. Description of goods and/or services delivered,
- E. Personnel/Staff Timesheet, names and hours worked for each clinic.
- F. Detail units of measure, price per unit, extended amount per line items; and
- G. Total invoice amount.
- H. hdap@multco.us

Please send a copy of invoice to:

Debbie Rood
Multnomah County –Public Health Department
619 NW 6th Avenue
Portland, OR 97209
deborah.j.rood@multco.us

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Contract is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Contract does not constitute an authorization by a public body under ORS 190.010 or 190.110 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR 200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section 200.331 (see **Attachment F**). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
93.323	Epidemiology and Laboratory	\$ 592,587

15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:
- A. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, and County financial procedure in the *Countywide Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records will be up-to-date and will accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with GAAP, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by [[Agency Short Name]] under this Contract will be accessible to County upon request.
 - B. Contractor agrees shall be subject to a County fiscal compliance review to monitor compliance with County's financial reporting and accounting requirements. The review will be completed periodically, as described in the *Countywide Fiscal Policies and Procedures Manual*.
 - C. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, will meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014, and earlier).
 - D. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of

Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- E. Limited scope and full audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* will be submitted to County within 30 days from the date of the report, but in no case later than nine months after the end of Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. **THIS IS THE ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties. This Contract may be modified or amended only by the written agreement of the Parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: HD-IGA-E-13028-2021

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

CITY OF PORTLAND

Signature: _____ Title: _____

Name (print): _____ Date: _____

City approval as to legal sufficiency: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____ Date: _____

Department Director Review (optional):

Director or Designee: _____ N/A _____ Date: _____ N/A _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: /s/ Robert Sinnott Date: Electronically approved 3/23/2021