



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category:	Prior Approved /Agreement	Item No:
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Meeting Date: September 8, 2020

Originating Department: Public Health

Issue: In the matter of approving the Intergovernmental Agreement (IGA) between Klamath Falls City Schools and Klamath County Public Health. – Jennifer Little, Public Health

Background: With the goal of achieving a modernized public health system in Oregon, Klamath County Public Health has prioritized building our infrastructure to respond to community outbreaks. A cornerstone partner in this effort are local schools. The IGA outlines the roles and responsibilities of each partner in the prevention and response to communicable disease. It formalizes the long-standing relationships that have previously included outbreaks such as influenza and norovirus.

Fiscal Impact: No fiscal impact.

Recommended Motion: Move to approve the Intergovernmental Agreement (IGA) between Klamath Falls City Schools and Klamath County Public Health. No fiscal impact.

DONE AND DATED this _____ day of _____.

Chair

Approved
Denied

Vice-Chair

Approved
Denied

Commissioner

Approved
Denied

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between KLAMATH FALLS CITY SCHOOLS, hereafter (KFCS) and Klamath County, acting by and through Klamath County Public Health, hereafter (COUNTY), pursuant to authority granted in ORS Chapter 190.

PURPOSE: The purpose of this agreement is to outline the communication and coordinated activities related to communicable disease prevention and response between COUNTY and KFCS.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from August 1, 2020 for a period of one (1) year and shall automatically renew on August 1 of each succeeding year thereafter under the same terms and conditions until July 30, 2025 unless either party gives written notice to the other of the party's intention to terminate in accordance with the terms and conditions of this agreement.
2. **RESPONSIBILITIES OF KFCS.** KFCS agrees to provide the following:
 - a. **INCIDENT RESPONSE TEAM.** KFCS will identify, at a minimum, an administrative contact, nursing/clinical contact, and communications contact to be key contacts for planning, prevention and response activities.
 - b. **PLANNING.** KFCS staff will be available for planning and coordination of prevention and response activities with COUNTY. Whenever feasible planning efforts, meetings, and coordination efforts will be conducted in joint meetings including all Klamath County educational partners and COUNTY to ensure consistency and a unified effort.
 - c. **COMMUNICATIONS.** KFCS will provide messaging that is consistent with COUNTY information and assist joint communications through KFCS media channels when appropriate.
 - d. **STAFFING.** KFCS shall employ, supervise or coordinate for all KFCS staff receiving training, and assisting COUNTY with the communication prevention and response efforts. KFCS shall be responsible for all wages, benefits and Workman's Compensation insurance for said staff.
 - e. **INVESTIGATION ASSISTANCE.** KFCS will release the minimum amount of information necessary to identify those who may have been exposed. To assist in timely identification of possible contacts KFCS will maintain attendance logs for classes, transportation, afterschool activities, and school sponsored sports programs. KFCS will coordinate with COUNTY to determine the most appropriate method of outreach to any individuals identified as contacts.
 - f. **SCHOOL CLOSURES.** KFCS officials, in coordination with input and information from COUNTY, will make final determinations on temporary school closures needed to prevent communicable disease spread and allow for appropriate disinfectant and cleanings activities.
3. **RESPONSIBILITY OF COUNTY.** COUNTY agrees to:
 - a. **INCIDENT RESPONSE TEAM.** COUNTY will identify, at a minimum, an administrative contact, nursing/clinical contact, and communications contact to be key contacts for planning, prevention and response activities.
 - b. **PLANNING.** COUNTY staff will be available for planning and coordination of prevention and response activities with KFCS. Whenever feasible planning efforts, meetings, and coordination efforts will be conducted in joint meetings including all Klamath County educational partners and COUNTY to ensure consistency and a unified effort.
 - c. **HEALTH ALERT NETWORK.** COUNTY will provide communicable disease guidance on prevention, mitigation, and response including any guidance provided from Oregon Health

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Authority (OHA) and Centers for Disease Control and Prevention (CDC) through the Health Alert Network and assist joint communications when appropriate.

- d. **ENVIRONMENTAL HEALTH SUPPORT.** COUNTY will provide additional support through the environmental health division related to environmental controls, including but not limited to, approved disinfectants, sanitation and disinfectant recommendations, and food safety practices.
 - e. **STAFFING.** COUNTY shall employ, supervise or coordinate for all COUNTY staff receiving training, and assisting KFCS with the communication prevention and response efforts. COUNTY shall be responsible for all wages, benefits and Workman's Compensation insurance for said staff.
 - f. **REPORTABLE DISEASE NOTIFICATIONS.** COUNTY will notify KFCS within 24 hours of a positive reportable disease notification involving exposure at a KFCS facility. In accordance with Oregon Revised Statute (ORS) 433.008, COUNTY will release the minimum amount of information in order to identify those who may have been exposed to a communicable disease.
 - g. **COMMUNICABLE DISEASE INVESTIGATIONS.** COUNTY will coordinate with KFCS to determine the most appropriate method of outreach to any individuals identified as. COUNTY will be responsible for all follow up activities of positive cases and close contacts.
4. **TERMINATION.**
- a. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - a) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or
 - b) By either party upon ninety (90) days written notice to each other.
 - b. If either party should breach this Agreement and fails to correct the breach after thirty (30) days written notice to do so, then the other party may terminate this Agreement immediately.
 - c. Termination under any provision of this paragraph shall not affect any right, obligation or liability of KFCS or COUNTY which accrued prior to such termination.
5. **INDEMNIFICATION.** KFCS agrees to defend, indemnify and save County, its agents and employees harmless from any and all losses, claims, action, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the Contractor or its agents or employees.
6. **ATTORNEY FEES.** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.
7. **INSURANCE.** Each party shall be responsible for providing workers compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the County.
9. **AMENDMENTS.** This Contract and amendments to this Contract shall be in writing and will not be effective until approved by the Klamath County Board of Commissioners and the Contractor.

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- a. This Contract supersedes and cancels any prior contract between the parties hereto for similar services.
10. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
11. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- a) **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
 - b) **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.
 - c) **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without written consent of the other party.
 - d) **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.
12. **ADDITIONAL TERMS AND CONDITIONS.**
- a) **INDEPENDENT CONTRACTOR STATUS.** COUNTY is an independent contractor and is solely responsible of the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of KFCS.
 - b) **RECORD CONFIDENTIALITY.** COUNTY and KFCS agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
 - c) **NOTICE OF LITIGATION.** Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation that is in any way related to this Agreement.
 - d) **NOTICES.** Any notice shall be in writing, contained in a sealed envelope, and delivered by certified mail or in person. Such notice shall be served upon COUNTY by delivery to Director, Klamath County Public Health, 3314 Vandenberg Road, OR 97603, and, upon KFCS by delivery to 1336 Avalon Street Klamath Falls, OR 97603.
13. **OREGON LAW AND FORUM.** This Agreement shall be construed and governed according to the laws of the State of Oregon.

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KLAMATH COUNTY BOARD OF
COUNTY COMMISSIONERS

KLAMATH FALLS
CITY SCHOOLS

Chair

By Paul Hillier

Title Superintendent

Date 8-20-2020

Commissioner

Commissioner

COUNTY COUNSEL

Approved as to form and legal sufficiency

Marcus Henderson
Klamath County Counsel

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EXHIBIT A

Intergovernmental Agreement
Klamath Falls City Schools and Klamath County Public Health

Contact List

Klamath Falls City Schools

Administrative: Paul Hillyer, Superintendent, hillyerp@kfalls.k12.or.us

Nursing Services: Wendy Niskanen, School Nurse, niskanenw@kfalls.k12.or.us

Communications: Heidi Schultz, schultzh@kfalls.k12.or.us

Klamath County Public Health

Administrative: Jennifer Little, Director, jlittle@klamathcounty.org
Jessica Dale, Assistant Director, jdale@co.klamath.or.us

Nursing Services: Kellie Hansen, Clinic Administrator, khansen@co.klamath.or.us

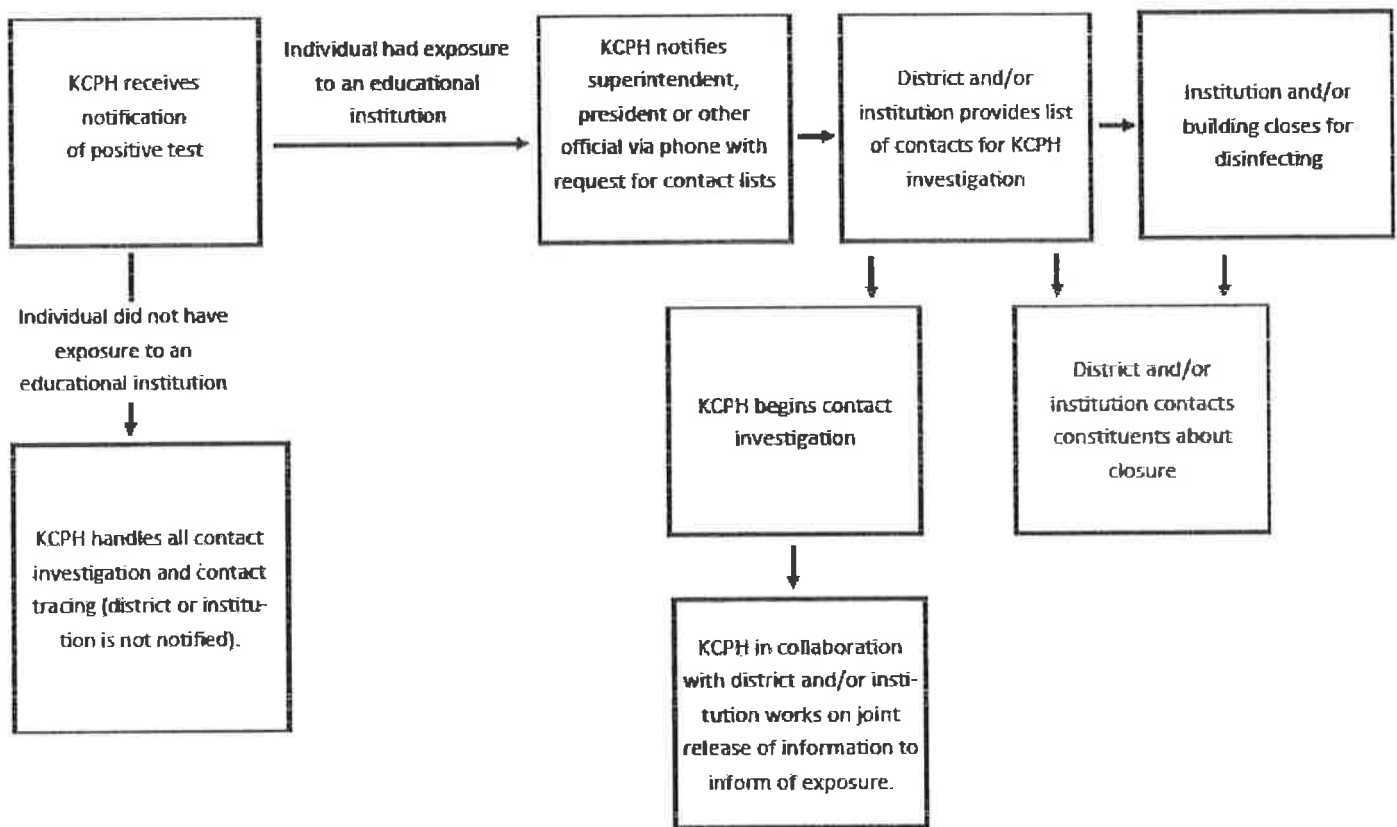
Communications: Valeree Lane, Public Information Officer, vlane@klamathcounty.org

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EXHIBIT A

Intergovernmental Agreement
Klamath County School District and Klamath County Public Health

Contact Algorithm



June 23, 2020