



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Prior Approved /Agreement	Item No:
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Meeting Date: August 25, 2020

Originating Department: Public Health

Issue: In the matter of approving Memorandum of Understanding (MOU) between Transformations Wellness Center 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 includes community organizations that provide congregate living spaces. The MOU 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.

Fiscal Impact: No fiscal impact.

Recommended Motion: Move to approve the Memorandum of Understanding (MOU) between Transformations Wellness Center and Klamath County Public Health. No fiscal impact.

DONE AND DATED this _____ day of _____.

Chair	Vice-Chair	Commissioner
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Approved <input type="checkbox"/> Denied <input type="checkbox"/>

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between Transformations Wellness Center, hereafter (ORGANIZATION) 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 ORGANIZATION.

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 ORGANIZATION.** ORGANIZATION agrees to provide the following:
 - a. **INCIDENT RESPONSE TEAM.** ORGANIZATION 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.** ORGANIZATION 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.** ORGANIZATION will provide messaging that is consistent with COUNTY information and assist joint communications through ORGANIZATION media channels when appropriate.
 - d. **STAFFING.** ORGANIZATION shall employ, supervise or coordinate for all ORGANIZATION staff receiving training, and assisting COUNTY with the communication prevention and response efforts. ORGANIZATION shall be responsible for all wages, benefits and Workman's Compensation insurance for said staff.
 - e. **INVESTIGATION ASSISTANCE.** ORGANIZATION will release the minimum amount of information necessary to identify those who may have been exposed. To assist in timely identification of possible contacts ORGANIZATION will maintain logs for visitors, class attendance, and other sponsored activities. ORGANIZATION will coordinate with COUNTY to determine the most appropriate method of outreach to any individuals identified as contacts.
 - f. **ORGANIZATION CLOSURES.** ORGANIZATION, in coordination with input and information from COUNTY, will make final determinations on temporary facility 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 ORGANIZATION. 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.

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- c. **HEALTH ALERT NETWORK.** COUNTY will provide communicable disease guidance on prevention, mitigation, and response including any guidance provided from Oregon Health 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 ORGANIZATION 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 ORGANIZATION within 24 hours of a positive reportable disease notification involving exposure at a ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION or COUNTY which accrued prior to such termination.
5. **INDEMNIFICATION.** Both parties agree to defend, indemnify and save the other, their 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 other party or their 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.

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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.
- 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 ORGANIZATION.
 - b) **RECORD CONFIDENTIALITY.** COUNTY and ORGANIZATION 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 ORGANIZATION by delivery to CEO, 3647 Highway, 39 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**

TRANSFORMATIONS WELLNESS CENTER

Approved
 Denied

Chair

By Barbara Heath / BHeath

Title CEO

Date 7/11/2020

Approved
 Denied

Commissioner

Approved
 Denied

Commissioner

COUNTY COUNSEL

Approved as to form and legal sufficiency

Marcus Henderson
Klamath County Counsel

MEMORANDUM OF UNDERSTANDING

EXHIBIT A

Contact List

Transformations Wellness Center

Administrative: Michael Rivera, Operations Manager, Michael@transformwc.org
Barbara Heath, CEO, barb.heath@transformwc.org

Nursing Services: Sharon Melnick, MD

Communications: Michael Rivera, Operations Manager, Michael@transformwc.org
Barbara Heath, CEO, barb.heath@transformwc.org

Klamath County Public Health

Administrative: Jennifer Little, Director, jlittle@klamathcounty.org

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

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

MEMORANDUM OF UNDERSTANDING

EXHIBIT B

Contact Algorithm

Klamath County Public Health
COVID-19 communication algorithm for organizations

July 20, 2020

