



INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Tualatin.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2021, or upon final signature, whichever is later.
The expiration date is: June 30, 2022; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment _____ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable Not applicable

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

City of Tualatin

Jurisdiction

Authorized Signature

Date

Sherilyn Lombos

Signatory Printed Name

City Manager

Title

Address: _____

WASHINGTON COUNTY

Authorized Signature

Date

Signatory Printed Title

Address: _____

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Washington County, a political subdivision of the State of Oregon, and the City of Tigard, City of Tualatin, City of Sherwood, and City of King City, Oregon.

ATTACHMENT A -

I. Scope of Work:

Crisis Clinicians – Mental Health Response Team (MHRT):

Effective July 1, 2021 through and including June 30, 2022, Washington County, acting through its Department of Health and Human Services, will provide one crisis mental health clinician on the Washington County Mental Health Response Team (MHRT) to be paired with the Cities of Tigard, Tualatin, Sherwood, and King City. The parties acknowledge Washington County will provide services through a subcontract with Lifeworks, Inc., and Washington County may change subcontractors in its sole discretion. The subcontract arrangement does not modify Washington County's duties and obligations under the IGA.

The Washington County MHRT is a collaboration between law enforcement and behavioral health crisis services. Service consists of co-locating contracted crisis mental health clinicians with a team of law enforcement officers to respond to mental health emergencies dispatched by the Washington County Consolidated Communications Agency (911) and through coordination with the Washington County Sheriff's Office. The team may also provide follow up and outreach services to individuals identified by non-MHRT law enforcement officers and other law enforcement agencies. As time allows, follow up and outreach may be provided to individuals identified by Emergency Medical Services.

The cities of Tigard, Tualatin, Sherwood, and King City will jointly fund an additional forty hours per week of mental health clinician capacity to MHRT. Funds will be used to compensate the additional clinician capacity in general. Shifts may be filled by multiple mental health clinicians and not any specific individual. Funds are not reimbursement tied to a specific position.

Services performed by the mental health clinicians will include face-to-face crisis assessment and evaluation as a qualified mental health professionals; consultation with families, other professionals, or community partners such as law enforcement and community members; referral for medication evaluation, if needed; psychiatric consultation; hospital diversion; stabilization services/follow-up care, as needed; referral to appropriate services; flexible funding to assist with emergency housing, transportation or other unmet needs contributing to the crisis episode; and language/culturally specific services.

Minimum Qualifications:

The mental health clinicians shall be Masters Level Clinicians (Qualified Mental Health Professional – QMHP) and will be required to undergo and pass comprehensive background checks.

The mental health clinicians in MHRT must receive training in radio communications and attend defensive tactics training provided by the Washington County Sheriff's Office, as available. The mental health clinicians in MHRT will wear a ballistic vest at all times while riding with officers and deputies, as they may be exposed to volatile and dangerous situations.

II. **Additional Terms and Conditions:**

Payment:

Washington County will provide the mental health clinicians. The total cost for forty (40) additional hours per week of mental health clinician coverage for the term of the Agreement (one year) is \$10,847 per month for a total not to exceed amount of \$130,164 for the year.

Washington County shall issue monthly invoices to the cities of Tigard, Tualatin, and Sherwood individually. Each City is responsible for payment of its share, based on population served, as follows:

1. Tigard – \$5,482.00 per month, which represents 50% of the total invoice;
2. Tualatin - \$3,838.00 per month, which represents 35% of the total invoice; and
3. Sherwood - \$1,527.00 per month, which represents 15% of the total invoice.

4. King City - As payment for services received, and in lieu of payment by population, King City Police Department shall cover the monthly cost of a Police Radio through WCCCA and provide safety equipment for the Clinician (i.e. Ballistic vest, earpiece, etc.)

Invoices will begin no sooner than July 1, 2021, or the date at which Washington County identifies having adequate staffing to support an additional 40 hours per week of MHRT capacity, and last through to June 1, 2022. Each invoice is payable within 30 days of receipt. The cities shall not be required to continue reimbursement as provided in this subsection if the Agreement is sooner terminated under Section 6 of the Agreement.

At the end of the fiscal year, Washington County will reconcile the amount spent on MHRT in Health and Human Services with the budget for the fiscal year and third-party contributions to the program. If the overall expenditures are less than 95% of the total budgeted amount due to clinician vacancies, Washington County will reimburse the cities on a pro-rata basis the amount that was collected from all parties participating in the MHRT program.

Payments by the cities to Washington County will be mailed to Washington County Department of Health and Human Services (HHS) Administration, Attn: Tara Mullin, 155 N. First Avenue, Suite 160, MS 4A | Hillsboro, OR 97124

Supervision and Discipline:

Washington County is responsible for overall supervision of the mental health clinicians. The Cities may provide periodic feedback to Washington County and the crisis services contractor

about the work of the mental health clinicians.

If there are discipline or performance issues regarding any mental health clinician, the cities shall contact the mental health clinician's supervisor and Washington County.

Reporting:

Washington County is responsible for any required compliance reporting relating to the mental health clinicians, including workplace safety reports.

Schedule:

Washington County and the crisis service contractor will coordinate with Tigard Police Department, Tualatin Police Department and the Washington County Sheriff's Office, on a schedule for when the mental health clinicians will be working.

Devices and Office Space:

Mental health clinicians will be provided a computer and cellphone (devices) by their employer's organization. The Cities will not have ownership of the devices and are not responsible for the maintenance and repair or replacement of the devices.

Tualatin Police Department shall provide the mental health clinicians with office space, internet connectivity, desk, and chair. The King City Police Department will provide a police radio, earpiece, and Kevlar vest.

The mental health clinicians are paired with law enforcement officers assigned to MHRT in a patrol car supplied and operated by the law enforcement agency.

Law enforcement officers assigned to MHRT will be provided key card access to Hawthorn Walk-In Center and have access to workspace and breakroom when needed.

Records:

The mental health clinicians shall use devices provided by their organization to create and store records. Washington County is responsible for retaining those records consistent with applicable privacy laws, including HIPAA, and Washington County's public records policy and retention schedule.

The mental health clinicians will file clinical records in the Washington County Behavioral Health electronic medical record system.

The mental health clinicians may access records from law enforcement systems in order to perform their duties under this Agreement but may not modify records or create new records.

For Administrative Use Only – Z99999

Supplier Name: City of Tualatin

Actual Contract Number (CustomText4): 21-1032

Department (Location): HHS - OHP Mental Health

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 21-1032

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): HHS - OHP Mental Health

BILL TO (LocBillTo): HHS - OHP Mental Health

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Jay Auslander

Certificate Of Completion

Envelope Id: 2CA320C9737744FBB08036740504DA20

Status: Sent

Subject: Please DocuSign: Contract #21-1032: City of Tualatin

Source Envelope:

Document Pages: 6

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kassie Denney

AutoNav: Enabled

155 N. First Ave, Suite 270

Enveloped Stamping: Enabled

MS28

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Hillsboro, OR 97124-3087

Kassandra_Denney@co.washington.or.us

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Location: DocuSign

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Kassandra_Denney@co.washington.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

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Signer Events**Signature****Timestamp**

Sherilyn Lombos

Sent: 7/2/2021 9:37:37 AM

slombos@tualatin.gov

Viewed: 7/12/2021 1:31:17 PM

City Manager

Security Level: Email, Account Authentication
(None), Access Code**Electronic Record and Signature Disclosure:**

Accepted: 7/16/2020 8:56:37 AM

ID: cc18a344-d084-467c-a681-e3d8a2016030

Ruth Osuna

ruth_osuna@co.washington.or.us

Security Level: Email, Account Authentication
(None), Access Code**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bill Steele

bsteele@tualatin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2021 9:37:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.