

PUBLIC HEALTH
COOPERATIVE ASSISTANCE AGREEMENT

FOR MOBILE HEALTH VAN

THIS AGREEMENT is made by and between Columbia County, a political subdivision of the State of Oregon, by and through its Public Health Department after referred to as the “County,” and Columbia Health Services, an Oregon non-profit, hereinafter referred to as “CHS.”

WHEREAS, the Parties to this Agreement provide public health services to the residents of Columbia County; and

WHEREAS, the County owns and maintains a Mobile Health Van which can be used to provide public health services throughout the County; and

WHEREAS, CHS provides clinical health services to residents of the County through employees who are trained to provide such services; and

WHEREAS, the Parties desire to cooperate to provide public health services to residents of the County through use of the Mobile Health Van;

NOW THEREFORE, the Parties hereto agree as follows:

1. Request. CHS may request use of the Mobile Health Van to provide health-related services and education to residents of the County. If CHS is requesting that County personnel also provide partner services during an event, the request shall include details of such a request.
2. Response. Upon receipt of a request for use of the Mobile Health Van, the County will:
 - A. Determine whether the County has Mobile Health Van available and the personnel needed to meet the request. The County retains the right to refuse to honor a request if the Mobile Health Van or personnel is needed for other purposes, if providing the Mobile Health Van or personnel would be unduly inconvenient, or for any other reason the County determines that it is not in its best interest at the requested time.

- B. Respond to the request by notifying CHS the details of availability, including what County personnel are available and what partner services County personnel are available to provide.
 - C. Dispatch the Mobile Health Van and personnel to the location designated by CHS.
3. County Only Drivers. Only County personnel may drive the Mobile Health Van pursuant to this Agreement.
 4. CHS Services. CHS shall be solely responsible for selecting the proper equipment and supplies it needs for its clinical or educational needs and shall be solely responsible for providing such services out of the Mobile Health Van, except as provided below in paragraph 5. It is acknowledged by the Parties that the County is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the parties are acting only for their mutual convenience and efficiency.
 5. Partner Services. Partner services are services that the County may provide to assist CHS in providing its clinical or educational services out of the Public Health Van under CHS' direction (e.g. checking in patients for vaccination services, handing out brochures). Partner Services may not be clinical services. CHS will at all times be responsible for the event and will clearly communicate how partner services will be conducted.
 6. Cost. There shall be no cost to CHS for use of the Mobile Health Van. However, CHS shall be responsible to the County for any damage caused to the Mobile Health Van by CHS or third parties during an event.
 7. Indemnification. CHS shall indemnify and hold the County harmless from any and all damage to persons or property arising out of this Agreement, except to the extent of damages arising out of the County's sole willful or negligent actions under this Agreement.
 8. Insurance. The County shall insure the Mobile Health Van for auto liability. CHS shall maintain comprehensive general liability and property damage insurance in an amount not less than 2 million dollars per occurrence to protect the County, its officers, agents, and employees. CHS shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. CHS shall maintain errors and omissions/medical malpractice insurance in an amount not less than \$2,000,000. CHS agrees to notify County immediately upon notification to Agency that any insurance coverage required by this

paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

9. Debt limitation. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
10. Non-Discrimination. CHS agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Agency. Agency certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
11. Nonassignment; Subcontracts. CHS shall not assign, subcontract or delegate its rights or responsibilities hereunder to any other person, firm or corporation.
12. Independent Contractor. For purposes of this Agreement, the Parties are independent Contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits for Responding Parties' workers performing services under this Agreement.
13. Workers' Compensation. Each Party to this Agreement shall be fully responsible as employers for taxes, assessments, fees, premiums, wages, withholdings, Workers' Compensation (ORS Ch. 656), and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.
14. Effective Date. This Agreement shall be effective on the date last signed, below, and shall remain in effect for a period of 5 years, unless sooner terminated as provided herein.
15. Termination. Any party may terminate its participation in this Agreement at any time by giving written notice of intent to terminate to the other party at least 30 days prior to the termination date. The notice shall automatically terminate this Agreement as to the terminating Party on the date set out in the notice. Any obligations under this Agreement shall survive termination of the Agreement.

