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## INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH EDUCATION SERVICE DISTRICT AND YAMHILL COUNTY PUBLIC HEALTH

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD,” and Yamhill County Public Health, hereinafter “Client” (collectively “the Parties”), pursuant to the authority granted in ORS 190.010 and ORS Chapter 190.

### THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**Purpose.** This is an agreement for Medicaid Administrative Claiming. MESD shall perform the work described in Attachment 1 (Scope of Work).

**Term of Agreement.** The initial Agreement term shall begin on the date it has been fully executed by the Parties or on July 1, 2025, whichever is later. Unless extended or terminated in accordance with its terms, this Agreement shall terminate on June 30, 2026, or when Client accepts MESD’s completed performance, whichever occurs first.

**Payment for Work.** No payments shall be made nor work performed until this Agreement is fully executed by both Parties. Specific tasks are depicted in Attachment 1 and shall be delivered by MESD and/or Client once this Agreement has been executed. Unless otherwise agreed to in Attachment 1, MESD shall submit quarterly invoices for services rendered, but shall not issue invoices prior to performance of service. Client shall remit payment within 30 calendar days of receipt of invoice, but shall not make payment prior to performance and receipt of invoice.

**Additional Expenses.** The Parties shall pay for additional costs and expenses as specified in and under the terms set out in Attachment 1.

**Agreement Documents.** The full Agreement between the Parties consists of: this Agreement document, and Attachment 1 (Scope of Work). Any conflict between the Agreement documents shall be resolved with the terms of this Agreement document having the highest priority, followed by the attachments in sequential order.

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### SPECIAL TERMS AND CONDITIONS

1. **Data Sharing.** MESD may import and manage confidential student and program data from Client in the performance of some services per this Agreement, in alignment with the Family Education Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g), and in alignment with Oregon Administrative Rules 518-021-025, -260, -330, -340, and -350.

To ensure that a secure method of data exchange is provided between MESD and Client, and to provide guidelines for the use of confidential data which Client makes available to MESD, such data will be exchanged and/or maintained by the Parties with the following general provisions.

- a. **Data.** For the purposes of this Agreement, “Data” means Client’s student information, including but not limited to student names, identification numbers, date of birth, IEP information, district name, school name, gender.
- b. **Right to Use Client Data.** MESD may only use the Data for the business purposes outlined in the scope of work attached to this Agreement (Attachment 1).
- c. **Client-Owned Data.** Client shall make identified Client data available to MESD. **d. Data Security:**

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- i. MESD will allow only approved MESD or Cascade Technology Alliance (CTA) employees to access Client data. MESD shall be solely responsible for ensuring that authorized MESD or CTA employees are not security risks, and upon Client's request, MESD will provide Client with any information reasonably necessary for Client to evaluate security issues relating to any authorized MESD employee or MESD information systems.
      - ii. Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such Party's use of the data is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use loss alteration or destruction.
      - iii. All emails containing student data from a Client educational record must be encrypted or otherwise secured.
    - e. **Disposition of Data Upon Termination.** Generally, upon termination of service, MESD will cease to upload Client data. Data that is legally permitted to be destroyed will be destroyed; however, MESD shall keep data for auditing and emergency backup purposes where required by contract, statute, Client policy, best industry practices and/or Client request. Alternate disposition requirements and procedures for each service may be listed in the Service Description Instrument.
  2. **Provisions Pursuant to FERPA.** Both Client and MESD are subject to the Family Educational Right and Privacy Act (FERPA), 20 U.S.C. § 1232g, as follows:
    - a. **Definitions:**
      - i. **"Education Records"** are defined as records that are directly related to a student and maintained by the Client or by a party acting for the Client.
      - ii. **"Disclosure"** means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records to any party by any means.
    - b. **Disclosure and Re-disclosure.** The Parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be disclosed or re-disclosed to third parties without written consent of the students' parents/guardians, and must be used only for the purposes identified in this Agreement.
    - c. **Eligible Third Parties.** FERPA specifically addresses disclosure of education records to contractors, consultants, volunteers and service providers who are not employees of a Client. FERPA states that these individuals may have access to records if they: (1) perform an institutional service or function for which the Client would otherwise use employees; and (2) are under the direct control of the Client with respect to the use and maintenance of education records.
    - d. **Role of MESD.** Pursuant to this Agreement, MESD may provide other services for Client that Client would otherwise provide for itself using employees. MESD is under the direct control of the Client with respect to the use and maintenance of data from education records. MESD would have "legitimate educational interests" in the data disclosed if the service were performed by MESD employees. The Client therefore authorizes MESD staff access to the Client's student data within the scope of those other services which are purchased pursuant to this Agreement.
    - e. **Disclosure of Directory Information.** MESD shall comply with any obligation of Client not to disclose "directory information" concerning any student when the student's parents/guardian (or the student, where applicable) have opted out of the disclosure of the student's "directory information" under FERPA.

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**STANDARD TERMS AND CONDITIONS**

1. **Relationship.** This Agreement does not establish an agency or an employment relationship between the Parties. The Parties affirm that each is an independent contractor.
2. **Governing Law.** This Agreement and all rights, obligations, and disputes arising out of it shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be brought and conducted in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. THE PARTIES AGREE TO THIS CHOICE OF LAW AND THE JURISDICTION OF THESE COURTS.
3. **Early Termination.** Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination. This Agreement may be terminated as follows, unless otherwise specified herein:
  - a. **Mutual.** The Parties may terminate this Agreement at any time by written mutual agreement.
  - b. **30 Days' Written Notice.** Either party may terminate this Agreement upon 30 calendar days' written notice. However, if the Agreement relates to a provision of special education services, the effective date of termination of services shall be 30 school days after the date the individualized education program team determines that the student's placement will be changed, unless prohibited by law.
  - c. **Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give the other party written notice of: the material breach; what actions the breaching party should take/complete in order to cure the material breach; and its intent to terminate if the material breach is not cured within 15 calendar days. The breaching party shall give the non-breaching party written notice of the actions it took or plans to take to cure the material breach before the 15 calendar day window to cure expires. If the breaching party does not fully cure the material breach within 15 calendar days from the date of the notice from the non-breaching party, this Agreement shall automatically terminate, unless the Parties mutually agree in writing to extend the window to cure.
  - d. **Liability.** Early termination by either party shall not constitute a waiver of any claim either party may assert against the other under the terms of this Agreement. MESD shall not be liable for incidental or consequential damages arising or resulting from early termination of this Agreement. In the event of early termination, each party remains responsible for paying the other for all work satisfactorily performed prior to the termination date.
4. **Performance and Fiscal Audit.** At its discretion, MESD may conduct a performance and/or fiscal audit to determine whether the terms, conditions, obligations, agreements, and understandings of this Agreement are being met.
5. **Access to Records.** For the purpose of examination, copying, and audit, each party shall have access to the other party's books, documents, and other records that are related to this Agreement, unless otherwise limited by law.
6. **Time Is of the Essence.** Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its Attachment(s).
7. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws, all regulations and administrative rules established pursuant to those laws, and all MESD policies that are applicable to the work done under this Agreement.
8. **Confidentiality.** Neither Party shall make any reports, information, nor data given to, prepared, or assembled by the Parties under this Agreement accessible to any third party without the other party's prior written consent. Whenever applicable, the Parties shall comply with all privacy requirements of the Family Educational Rights and

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Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA). This section is subject to state and federal law regarding disclosure of public records.

9. **FERPA Redisclosure.** The Parties recognize that FERPA and its associated regulations provide that an educational agency or institution may only disclose personally identifiable information from an education record on condition that the party receiving such disclosure will not redisclose the information to any third party without the prior consent of the student's parent/guardian. The party receiving the disclosure may redisclose the information without prior consent only to its officers, employees, or agents, to use the information for the purposes for which the disclosure was made. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement shall only be used for the purposes identified in this Agreement, and shall not be disclosed or redisclosed to third parties without the prior written consent of the student's parent/guardian.
10. **Insurance:** MESD shall at all times maintain in force at MESD's expense, each insurance noted below:
- a. **Workers' Compensation** insurance for all subject workers in compliance with ORS 658.017. MESD and all subcontractors of MESD with one or more employees must have this insurance unless exempt under ORS 656.027.
  - b. **Public Entity Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$3,000,000. This insurance must include contractual liability coverage, as well as professional liability coverage to cover the errors and omissions of staff who are performing under the scope and course of their duties at MESD. MESD's coverage will be primary in the event of loss.
  - c. **Cyber-Liability** insurance, with a combined single limit of not less than \$1,000,000, plus excess coverage of not less than \$2,000,000. Excess coverage to be placed on a dedicated basis, outside the Oregon school district insurance pool (PACE) to ensure aggregate limits are not eroded.
  - d. **Certificate(s) of Insurance.** MESD shall furnish a current Certificate(s) of Insurance to Client upon request. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from MESD's insurer to the Client. The Certificate(s) shall also state the deductible or retention level. For Public Entity Liability and Cyber-Liability, the Certificate shall also provide that Client, its agents, officers, and employees are Additional Insureds with respect to MESD's services to be provided under this Agreement.
11. **Successors, Subcontracts, and Assignment.** The provisions of this Agreement are binding and inure to the benefit of the Parties, their respective successors, and validly permitted assigns, if any. Neither party shall subcontract or assign any part of this Agreement without the prior written approval of the other party. Any attempted subcontract or assignment of this Agreement without prior written approval shall be void.
12. **Quality of Work.** The Parties represent and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
13. **Licenses.** At all times during the term of this Agreement, MESD represents and warrants that those who are assigned to perform services have any and all required licenses, certifications, or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
14. **Indemnity and Hold Harmless.** Each party shall be responsible exclusively for its respective officers, employees, and agents. Each party shall provide its own personnel with employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260–30.300), the Parties shall each defend, save, hold harmless, and indemnify the other from and against all claims, suits,

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- actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever (including reasonable attorney fees) resulting from, arising out of, or relating to the acts or omissions of the party's own officers, employees, subcontractors, or agents in the performance of this Agreement.
15. **Remedies.** In case of either party's breach and in addition to the provisions of the Early Termination sub-paragraph d., Indemnity and Hold Harmless, and Attorney Fees paragraphs in this Agreement, either party's remedy shall be limited to termination of this Agreement and receipt of any payments to which either party is entitled for services performed prior to the effective termination date.
  16. **Attorney Fees.** If any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements, in addition to any other relief to which that party may be entitled. If the prevailing party is represented by in-house counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time, rates, and charges generally accepted for the type of legal services performed in the Portland, Oregon metropolitan area.
  17. **Nonwaiver.** The waiver by either party of any breach, violation, or default of a provision of this Agreement shall not operate as a waiver of any subsequent breach, violation, or default of that or any other provision.
  18. **Force Majeure.** Neither party shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to: war or insurrection; strikes, lockouts, or walkouts by the party's own employees; fires; natural calamities; riots; or demands or requirements of governmental agencies other than the Parties to this Agreement.
  19. **Severability.** If any clause or provision of this Agreement is or becomes illegal, invalid, impossible to perform, or unenforceable under present or future laws effective during the term of Agreement, the Parties intend that the remainder of this Agreement shall not be affected. The Parties intend that in lieu of each clause or provision of this Agreement that is or becomes illegal, invalid, impossible, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable.
  20. **Entire Agreement.** This Agreement and its Attachment(s) together constitute the final and exclusive understanding of the Parties. There are no other warranties, promises, representations, agreements, conditions, or understandings between the Parties, either oral or written, other than those expressly set forth in this Agreement and its Attachment(s).
  21. **Modifications and Amendments.** This Agreement shall not be modified or amended except by an express writing containing the terms of the modification or amendment that has been signed by both Parties.
  22. **Handwritten Revisions.** Handwritten revisions made to this Agreement that are not initialed and dated by both Parties, shall be deemed to have been rejected.
  23. **Joint Authorship.** The Parties reviewed this Agreement and negotiated for change to any language that either party found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either party.
  24. **Headings.** The headings of this Agreement are provided for convenience only and are not intended to be used as tools of construction.
  25. **Singular and Plural.** Words used in the plural shall also be interpreted to include the singular, and words used in the singular shall also be interpreted to include the plural.
  26. **Notices and Contact Information.** Any kind of notice or demand required or desired to be given by either party must be made in writing, and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below.

**MESD Contact Address**

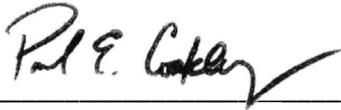
Multnomah Education Service District  
Attn.: Wendy Chase  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
Phone: (503) 257-1775

**Client Contact Address**

Yamhill County Public Health  
310 NE Kirby Street  
McMinnville, OR 97128

**THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED**

**I have read this Agreement, including any Attachment(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



Dr. Paul Coakley, MESD Superintendent

Signed by:  
  
FEB18FF1C3564C2...  
County Health Dept

4/21/2025

Date

7/1/2025

Date

*Multnomah Education Service District prohibits discrimination and harassment on any basis protected by law, including but not limited to race, color, religion, sex, national or ethnic origin, sexual orientation, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, parental or marital status or age. For more information and detail on MESD's non-discrimination policies, including procedures and contact information for reporting discrimination, please visit the MESD Non-Discrimination, Harassment & Bullying Notice page at <https://www.multnomahesd.org/nondiscrimination.html>.*

Approved by the BOC on: 06/26/2025  
via Board Order No.: 25-191

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**ATTACHMENT 1****ATTACHMENT 1 SCOPE OF WORK**

The purpose of this Scope of Work is to describe MESD's and Client's rights and obligations with respect to MESD's provision of Medicaid administrative claims processing services to Client. Client provides Title XIX Medicaid administrative services and wishes to seek reimbursement for such services from the Oregon Health Authority.

**Client agrees to:**

- A. To collect cost pool data on employees, and submit such data to MESD. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee or subcontractor; the percent of time each employee or subcontractor spends on the coded activities identified in the Time Study; and costs attributable to each employee's or subcontractor's position providing work.
- B. To provide the "Medicaid-eligible percentage" in accordance with OHA and Federal guidelines for purposes of the Time Study calculation.
- C. To submit signed training rosters for entry into the MESD web-based system.
- D. To pay a fee to MESD of \$67,051.36, divided by four survey quarters, (which is \$16,762.84 per quarter: fall, winter, spring, summer), distributed between all participating county health departments based upon % of Total Claim for the corresponding quarter.
- E. 10% administrative fee for administrative overhead costs
  1. Administrative overhead costs for MESD includes indirect costs, such as Superintendent, Business Office, Human Resources and Communications and is based on the quarterly invoice amount.
- F. To monitor compliance with the requirements of this Agreement.
- G. CLIENT shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, CLIENT expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- G. CLIENT shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, CLIENT shall maintain any other records pertinent to this Agreement in such a manner as to clearly document CLIENT's performance. CLIENT acknowledges and agrees that MESD, OHS, the Oregon Department of Justice, Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of CLIENT that are pertinent to this Agreement to perform examinations and audits and to make excerpts and transcripts. CLIENT shall retain and keep accessible all such fiscal records, books, documents,

papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- H. CLIENT shall be financially responsible for the final amount of any claim for services provided under this Agreement that the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by CLIENT unallowable, OHA shall provide CLIENT written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, CLIENT shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that CLIENT wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to CLIENT under this Agreement, or any payment to CLIENT from OHA under any other contract or agreement between CLIENT and OHA, present or future. Nothing in this paragraph shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

**MESD agrees to:**

- A. Provide a web-based survey tool for CLIENT employees to access and record their time study.
- B. Provide electronic data storage, including but not limited to:
1. Cost pool information used to compile the claim for each quarter.
  2. Tracking of dates LHD staff have been trained for the time study.
  3. Time study results.
- C. Maintain all records that support the quarterly payment claim for the work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the work provided under this Agreement.
- D. Provide administrative/monitoring tools for the CLIENT coordinator and OHA system administrators that help the user to:
1. Manage cost pool data including but not limited to exporting reports to Excel.
  2. View survey code definitions.
  3. Store CLIENT information relating to the survey, e.g., Medicaid Eligible percents, for a minimum of seven (7) years.
  4. View training information that includes training expiration dates and participants that have been and need to be trained.
  5. View the claim electronically, including a detailed view of the claim.
- E. Revise all disapproved CLIENT MAC claims with correct information provided by CLIENT and resubmit corrected claiming information to OHA and CLIENT within three (3) business days of MESD's receipt of the corrected information.
- F. Submit a quarterly claim to CLIENT program manager.
- G. Maintain confidentiality of client information contained in CLIENT files provided to MESD to the full extent required by federal and state law and regulations.

H. Provide technical assistance and training on the web-based MAC time study tool.