

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ) RESOLUTION NO. 93-1751  
APPROVING THE EXECUTION OF )  
AN INTERGOVERNMENTAL ) Introduced by Executive Officer  
AGREEMENT WITH MULTNOMAH ) Rena Cusma  
COUNTY IN ORDER TO COMPLY )  
WITH OR-OSHA'S BLOODBORNE )  
PATHOGEN RULES )

WHEREAS, Oregon Occupational Safety and Health Administration (OR-OSHA) has adopted the federal requirements for Bloodborne Pathogens (29 CFR 1910); and

WHEREAS, Metro is required to abide by the rules by developing an exposure control plan and a Hepatitis B vaccination program; and

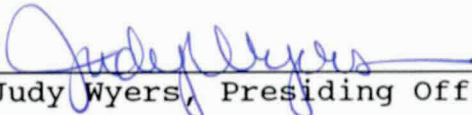
WHEREAS, Multnomah County's Occupational Health Office has established a staff of medical professionals to assist employers in developing a Bloodborne Pathogen exposure control plan, and has the ability to administer a Hepatitis B vaccination program; and

WHEREAS, the 1992-93 Fiscal Year contracts list does not include an intergovernmental agreement with Multnomah County and pursuant to the Metro Code, Section 2.04.033, the Metro Council needs to approve this agreement; now, therefore,

BE IT RESOLVED,

That the Metro Council approves the intergovernmental agreement with Multnomah County attached as Exhibit A hereto.

ADOPTED by the Metro Council this 25th day of February, 1993.

  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

MULTNOMAH COUNTY  
AND  
METRO

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and METRO (hereinafter referred as "METRO").

WITNESSETH:

WHEREAS, METRO requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY is able and prepared to provide such services as METRO does hereinafter require, under those terms and conditions set forth; now, and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from \_\_\_\_\_, to and including \_\_\_\_\_, unless sooner terminated under the provisions hereof.

2. Services.

A. COUNTY services under this Agreement will consist of the following:

- 1) Assistance and guidance in the completion of the Exposure Control Plan for all units as needed is determined. (A model Exposure Control Plan will be provided by COUNTY).
- 2) Initial Bloodborne Pathogen Training for all current employees in classifications where exposure to blood or body fluids is a possibility.
- 3) Hepatitis B vaccination to employees identified in (2) above. (Employees may opt to sign a refusal form if they wish to decline vaccination.)
- 4) Postexposure evaluation and follow-up should an employee have a blood or body fluid exposure or concern.
- 5) Initial education and vaccination for new employees hired into a classification where exposure to blood or body fluids is a possibility.

- 6) Annual education to all employees identified in (2) above.
- 7) Consultation and guidance regarding Occupational Safety & Health Administration (OSHA) Bloodborne Pathogen compliance (i.e., changes in OSHA rules, etc.).
- 8) Record keeping of training, vaccination, vaccine refusal, and postexposure evaluation and follow-up will be maintained by COUNTY in a confidential manner. Copies of these records will be made available to METRO as appropriate.

3. Compensation.

A. METRO agrees to pay COUNTY a maximum of \$160/person based on the following terms:

- 1) COUNTY will report quarterly to METRO the names of all individuals who have received training and/or vaccination.
- 2) The cost per employee is broken down as follows:
  - a) Training: \$60
  - b) Vaccination: \$100

B. METRO certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to METRO in the amounts anticipated, METRO will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within ninety (90) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of COUNTY.

4. Contractor is Independent Contractor.

A. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of METRO.

B. COUNTY shall defend, hold and save harmless METRO, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers' Compensation.

A. COUNTY shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification.

COUNTY shall furnish to METRO its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment.

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY'S rights acquired hereunder without obtaining prior written approval from METRO. METRO by this Agreement incurs no liability to third persons for payment of any compensation provided herein to COUNTY.

8. Access to Records.

A. COUNTY agrees to permit authorized representatives of METRO an/or the applicable federal or state government audit agency to make such review of the records of the COUNTY as METRO or auditor may deem necessary to satisfy audit and/or program evaluation purposes. COUNTY shall permit authorized representatives of METRO to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of COUNTY. If an Agreement cost is disallowed after reimbursement has occurred, COUNTY will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law.

A. COUNTY shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subject to discrimination under any program or activity because of such individual's race, color, religion, sex national origin, age or

handicap. In that regard, COUNTY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the civil Rights Act of 1976 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R 84.4 and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. COUNTY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

A. In the event that METRO's Agreement obligation is amended by a federal or state initiated change, METRO shall amend this Agreement through written notification of changes sent to COUNTY by mail. COUNTY shall sign the amendment and return to METRO within twenty (20) working days of receipt of METRO's notification document.

B. Any other amendments to the provisions of this Agreement, whether METRO or COUNTY initiated, shall be reduced to writing and signed by both parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality.

COUNTY agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

14. Early Termination.

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by METRO and services by COUNTY, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by METRO may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by COUNTY to provide a service under this Agreement.

2) Upon notice if COUNTY fails to start-up services on the date specified in this Agreement, or if COUNTY fails to continue to provide service for the entire Agreement period.

3) Upon notice to METRO of evidence that COUNTY has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of COUNTY'S financial instability which METRO deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against METRO under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of COUNTY or METRO which accrued prior to such termination.

15. Litigation.

A. COUNTY shall give METRO immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum.

this Agreement shall be construed according to the law of the State of Oregon.

17. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of COUNTY, to any person for influencing or attempting to influence an officer of an employee of any agency, a member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of

Congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133.

If COUNTY is determined by METRO to be a subrecipient of federal funds passed through METRO, COUNTY will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

METRO

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

Gladys McCoy  
Multnomah County Chair

Date \_\_\_\_\_

HEALTH DEPARTMENT

By \_\_\_\_\_

Billi Odegaard, Director

Date \_\_\_\_\_

HEALTH DEPARTMENT

By \_\_\_\_\_

Program Manager

Date \_\_\_\_\_

REVIEWED:

LAURENCE B. KRESSEL, County  
Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_

Date \_\_\_\_\_



FINANCE COMMITTEE REPORT

RESOLUTION NO. 93-1751 APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY IN ORDER TO COMPLY WITH OREGON'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION BLOOD BORN PATHOGEN RULES

Date: February 19, 1993

Presented By: Councilor Kvistad

**COMMITTEE RECOMMENDATION:** At its February 10, 1993 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1751. Councilors present and voting were Buchanan, Kvistad, Monroe and Van Bergen. Councilor Devlin was excused and Councilors Gates and McLain were also in attendance.

**COMMITTEE DISCUSSION/ISSUES:** Mr. Scott Moss, Risk Manager presented the Staff Report. He stated approval of the resolution will authorize the Executive Officer to enter an intergovernmental agreement with Multnomah County to acquire services to implement a blood born pathogen exposure control plan and a Hepatitis B vaccination program. He stated OSHA regulations require Metro to have a written plan and administer it to prevent employees from getting Hepatitis B or Human Immunodeficiency Virus (HIV) from a work place exposure.

The agreement with Multnomah County will enable the District to acquire the services of the County's Health Services office for training and vaccinations for approximately 160 of Metro's current employees. The program will cost approximately \$160 per employee. Training will cost \$60 and the series of shots will cost \$100.

In response to a question from Councilor Kvistad, Mr. Moss indicated the total estimated cost to Metro for this fiscal year will be \$20,000 which will be expensed from the current budgets of those departments which have employees in the program. He indicated there may be some expense in the next fiscal year since the last of three shots will occur after July 1, 1993.

In response to a question from Councilor Van Bergen, Mr. Moss said the program would not require blood testing, and an employee of a particular religious persuasion could upon completion of a form from OSHA elect not to take the shots.

In response to a question from Councilor McLain, Mr. Moss said these OSHA rules became effective January 1, 1992.

## STAFF REPORT

APPROVAL OF RESOLUTION NO. 93-1751 FOR THE PURPOSE OF EXECUTING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE SERVICES WHICH COMPLY WITH OCCUPATIONAL SAFETY AND HEALTH RULES 29 CFR 1910

Date: February 10, 1993 Presented by: Scott Moss, Risk Manager

## HISTORY

The Occupational Safety and Health Division (OSHA) is the agency of the federal government which promulgates workplace rules for the safety and protection of all employees. OSHA has written standards to limit and control occupational exposure to blood and other potentially infectious body fluids. This is to prevent employees from getting Hepatitis B or Human Immunodeficiency Virus (HIV) from a workplace exposure. On July 1, 1992 these rules were adopted by Oregon's Occupational Safety and Health Division (OR-OSHA).

## BACKGROUND

Since any exposure to blood, other bodily fluids, and/or potentially infectious or contaminated materials could result in the transmission of HIV or Hepatitis B, the OR-OSHA standard covers all Metro employees who can reasonably be expected to come into contact with these organisms. This program impacts approximately 160 of Metro's current employees and all new future employees in jobs that could expose them to bloodborne pathogens.

By working closely with OR-OSHA, Multnomah County's Occupational Health Office and Metro supervisors, Risk Management has identified employees with "occupational exposure." Occupational exposure is defined as anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. Some job classifications with occupational exposure include Metro ERC/Zoo security, medical specialist, and hazardous waste technicians.

A written exposure control plan is required for each employment sight with employees who may have occupational exposure. These employees will be trained on the sight specific program which outlines universally used precautions, work practice controls, personal protective equipment, housekeeping and waste management.

As a part of the program, Metro is required to offer, at no cost to the employee, Hepatitis B vaccine. The vaccine is effective in 85 to 97 percent of healthy adults. It is given in a series of three injections over a six month period. The vaccine provides protection for at least nine years, perhaps much longer.

## RECOMMENDATION

The Risk Management Divisions of Metro, Multnomah County and the City of Portland have combined resources to obtain the most cost effective method to comply with these standards.

Multnomah County Health Services has develop an office dedicated to providing the services necessary to comply with OR-OSHA's rules on bloodborne pathogens. This office will provide a nurse to train employees on the sight specific exposure control plan; administer, on-sight, the hepatitis B vaccine; as well as provide counseling to employees who have had an exposure.

The program will cost \$160 per employee. The first \$60 will be for training, and \$100 will is the direct cost of the vaccine. Employees will have an option to waive the vaccinations. This cost will be paid by participating departments.