

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
University of Wyoming, Wyoming Survey & Analysis Center

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Wyoming Survey and Analysis Center (WYSAC) will be responsible for collecting, recording, managing, analyzing, and reporting data for the Strategic Prevention Framework – Partnerships For Success program. WYSAC will collect and analyze data for performance measures that include youth substance use, youth perception of harm, perception of peer substance use, school engagement/attachment, substance use in local parks, as well as community involvement in addressing youth substance use. Focus is on youth aged 9-20 in the rural areas of Sandy and Estacada. |
| <b>Dollar Amount and Fiscal Impact</b> | Agreement has a maximum value of \$195,000<br>No County General Funds are involved.   |
| <b>Funding Source</b>                  | Substance Abuse & Mental Health Services Administration<br>Catalogue of Federal Domestic Assistance (CFDA) #93-243  |
| <b>Duration</b>                        | October 1, 2019 through September 29, 2024  |
| <b>Previous Board Action/Review</b>    | n/a   |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County Counsel has reviewed and approved this document. Date of counsel review: November 26, 2019   |
| <b>Contact Person</b>                  | Korene Mather 503-650-3339  |
| <b>Contract No.</b>                    | CFCC 9566   |

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures and reporting for the Strategic Prevention Framework (SPF) – Partnerships for Success (PFS) program in Sandy and Estacada. SPF-PFS works to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level.

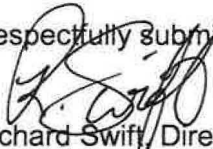
This Intergovernmental Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 29, 2024. This Agreement has a maximum value of \$195,000 and no county funds are involved.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the printed name below.

Richard Swift, Director  
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS  
COUNTY CHILDREN, FAMILY AND COMMUNITY CONNECTIONS AND  
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS  
CENTER**

1. **Parties.** The parties to this Agreement are the Clackamas County Children, Family and Community Connections ("Client"), whose address is 150 Beaver Creek Rd., Suite #305, Oregon City, OR 97045, and the University of Wyoming ("University"), Wyoming Survey & Analysis Center ("WYSAC"), whose address is Dept. 3925, 1000 E. University Ave., Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is to establish the terms under which WYSAC will evaluate the Clackamas County Partnerships for Success (PFS) 2019 Grant.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted ("Effective Date"). The term of this Agreement is 10/1/2019 through 9/30/2024.
4. **Responsibilities of the Parties.** The responsibilities of both parties are described in Attachment A.
5. **Payment.** Client agrees to pay WYSAC a fixed price amount of \$195,000.00 for the services provided.

Payment shall be made quarterly within 30 days after receipt of fixed price quarterly invoice.

6. **Termination of Agreement.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. In the event that the Client decides to cancel the Agreement (other than for cause) after the Agreement has been signed, Client agrees to pay 10% of Agreement amount, or the expenses incurred through the date of termination, whichever is greater. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or Client is prohibited from paying for such work from the planned funding source.
7. **Ownership and Copyright.** WYSAC is undertaking this project as a work for hire, and claims no ownership rights or copyright over the resulting data. WYSAC claims copyright over WYSAC written reports. Subject to the terms and conditions set forth in this agreement, WYSAC hereby grants Client a non-exclusive, worldwide, non-transferable license to the written reports related to this Agreement. Except as outlined above, Client shall not use the name, trade name, trademarks, service marks, logos, or any other designation of WYSAC or the University of Wyoming. To the extent permitted by the Oregon or Wyoming Public Records Acts, and other applicable law, nothing in this agreement shall be construed as denying WYSAC's right and obligation to safeguard the confidentiality of all personally identifying information or data obtained as a consequence of the project work. Client grants to WYSAC the right to reference the project, including summary results, in promotional or other materials. Client agrees to acknowledge the assistance of WYSAC in project reports.

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.

- F. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- G. **Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- H. **No Third-Party Beneficiary.** WYSAC and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. **Subcontract and Assignment.** WYSAC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the Client, which shall be granted or denied in the Client's sole discretion. Client's consent to any subcontract shall not relieve WYSAC of any of its duties or obligations under this Agreement.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Time is of the Essence.** WYSAC agrees that time is of the essence in the performance this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **Force Majeure.** Neither WSAC nor Client shall be held responsible for delay or default caused by events outside of the WSAYC or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause,

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

**THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:**

Richard Swift, Director, Health, Housing & Human Services, Clackamas  
County

Date

  
Tiffany Comer Cook, Interim Director

University of Wyoming, Wyoming Survey & Analysis Center

11/27/19  
Date



Diana G. Hulme, Associate Vice President for Research  
University of Wyoming, Office of Research & Economic Development

11/27/2019  
Date

December 12, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #05 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Amendment #5 increase PE 12 – PHEP by \$1,651 and PE13-01 TPEP by \$197,940 and increases contract value. This increase is for Emergency Preparedness and Tobacco Prevention and Education.  |
| <b>Dollar Amount and Fiscal Impact</b> | Contract is increased by \$199,591. bringing the contract maximum value to \$3,485,400.00.   |
| <b>Funding Source</b>                  | Funding through the State - No County General Funds are involved.  |
| <b>Duration</b>                        | Effective upon signature and terminates on June 30, 2021   |
| <b>Previous Board Action</b>           | The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3 |
| <b>Strategic Plan Alignment</b>        | 1. Improved Community Safety and Health<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County counsel has reviewed and approved this document on November 25, 2019  |
| <b>Contact Person</b>                  | Richard Swift, Interim Public Health Director – (503) 655-8479   |
| <b>Contract No.</b>                    | 9329-05  |

**BACKGROUND:**

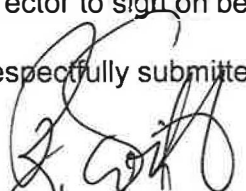
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #05 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #05 increased the Agreement by \$199,591. bringing the maximum contract value to \$3,485,400.

This contract is effective upon signature and continues through June 30, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing, and Human Services

Agreement #159803



**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

| <b>PE NUMBER AND TITLE<br/>• SUB-ELEMENT(S)</b>                  | <b>FUND<br/>TYPE</b> | <b>FEDERAL AGENCY/<br/>GRANT TITLE</b>  | <b>CFDA#</b>     | <b>HIPAA<br/>RELATED<br/>(Y/N)</b> | <b>SUB-<br/>RECIPIENT<br/>(Y/N)</b> |
|--|----------------------|---|------------------|------------------------------------|-------------------------------------|
| <b>PE 12 Public Health Emergency Preparedness Program (PHEP)</b> | FF                   | CDC/Public Health<br>Emergency Preparedness<br>ASPR/Healthcare<br>Preparedness Program Ebola<br>Preparedness & Response<br>Activities | 93.069<br>93.817 | N                                  | Y                                   |

- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

**OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. The parties expressly ratify the Agreement as herein amended.
- 8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**10. Signatures.**

By: \_\_\_\_\_  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: Richard Swift  
Title: Director, Health, Housing and Human Services  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_



**Attachment A  
Financial Assistance Award (FY19)**

| State of Oregon<br>Oregon Health Authority<br>Public Health Division               |  |   | Page 1 of 4                                |               |
|--|--|---|--|---------------|
| <b>1) Grantee</b><br>Name: Clackamas County  |  | <b>2) Issue Date</b><br>November 05, 2019                         | <b>This Action</b><br>AMENDMENT<br>FY 2020 |               |
| Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045 |  | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020 |  |               |
| <b>4) OHA Public Health Funds Approved</b>   |  |   |  |               |
|  | Program  | Award Balance   | Increase/ (Decrease)                       | New Award Bal |
| PE01-01  | State Support for Public Health                          | 506,554   | 0  | 506,554       |
| PE02   | Cities Readiness Initiative                              | 37,499  | 0  | 37,499        |
| PE07   | HIV Prevention Services                                  | 128,846   | 0  | 128,846       |
| PE12   | Public Health Emergency Preparedness and Response (PHEP) | 170,273   | 1,651                                      | 171,924       |
| PE13-01  | Tobacco Prevention and Education Prgram (TPEP)           | 94,828  | 197,940                                    | 292,768       |
| PE27-03  | PDOP - Gap Funding (OSTR/PDO)                            | 28,497  | 0  | 28,497        |
| PE27-04  | PDOP Naloxone Project (SOR)                              | 48,753  | 0  | 48,753        |
| PE27-05  | PDOP Bridge (PDO/SOR)                                    | 41,665  | 0  | 41,665        |
| PE40-01  | WIC NSA: July - September                                | 188,990   | 0  | 188,990       |
| PE40-02  | WIC NSA: October - June                                  | 566,969   | 0  | 566,969       |
| PE40-03  | BFPC: July - September                                   | 17,325  | 0  | 17,325        |
| PE40-04  | BFPC: October - June                                     | 51,975  | 0  | 51,975        |
| PE40-05  | Farmer's Market  | 2,699   | 0  | 2,699         |
| PE42-03  | MCAH Perinatal General Funds & Title XIX                 | 11,060  | 0  | 11,060        |
| PE42-04  | MCAH Babies First! General Funds                         | 35,342  | 0  | 35,342        |
| PE42-06  | MCAH General Funds & Title XIX                           | 20,752  | 0  | 20,752        |
| PE42-07  | MCAH Title V (July-Sept)                                 | 29,663  | 0  | 29,663        |
| PE42-08  | MCAH Title V (Oct-June)                                  | 88,988  | 0  | 88,988        |

| State of Oregon<br>Oregon Health Authority<br>Public Health Division               |                  |  |  | Page 2 of 4 |
|--|------------------|--|--|-------------|
| <b>1) Grantee</b><br>Name: Clackamas County  |                  | <b>2) Issue Date</b><br>November 05, 2019  | <b>This Action</b><br>AMENDMENT<br>FY 2020 |             |
| Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045 |                  | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020  |  |             |
| <b>4) OHA Public Health Funds Approved</b>   |                  |  |  |             |
| Program  | Award Balance    | Increase/<br>(Decrease)  | New Award Bal                              |             |
| PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)                               | 2,283            | 0  | 2,283                                      |             |
| PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)                                | 6,849            | 0  | 6,849                                      |             |
| PE43 Public Health Practice (PHP) - Immunization Services (Vendors)                | 92,462           | 0  | 92,462                                     |             |
| PE43-03 Hepatitis A Outbreak Prevention Project (HOPP)                             | 29,533           | 0  | 29,533                                     |             |
| PE43-04 HOPP Incentives (Hepatitis A Outbreak Prevention Project)                  | 1,000            | 0  | 1,000                                      |             |
| PE44-01 SBHC Base  | 300,000          | 0  | 300,000                                    |             |
| PE44-02 SBHC - Mental Health Expansion   | 376,500          | 0  | 376,500                                    |             |
| PE46-02 RH Community Participation & Assurance of Access (July - Mar)              | 0                | 0  | 0  |             |
| PE46-03 RH Community Participation & Access (State Funds)                          | 41,893           | 0  | 41,893                                     |             |
| PE46-04 RH Community Participation & Access Federal Funds (July-Mar)               | 1,638            | 0  | 1,638                                      |             |
| PE50 Safe Drinking Water (SDW) Program (Vendors)                                   | 147,475          | 0  | 147,475                                    |             |
| PE51-01 LPHA Leadership, Governance and Program Implementation                     | 215,498          | 0  | 215,498                                    |             |
|  | <b>3,285,809</b> | <b>199,591</b>   | <b>3,485,400</b>                           |             |
| <b>5) Foot Notes:</b>  |                  |  |  |             |
| PE01-01  | 1                | Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.                                      |  |             |
| PE01-01  | 2                | 8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.   |  |             |
| PE13-01  | 1                | Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd  |  |             |
| PE13-01  | 2                | 8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.                                   |  |             |
| PE40-05  | 1                | 7/2019: Funding available SFY2020 July - December 2019   |  |             |
| PE42-07  | 1                | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |             |

| State of Oregon<br>Oregon Health Authority<br>Public Health Division  |  |  | Page 3 of 4          |
|---|--|--|----------------------|
| <b>1) Grantee</b><br>Name: Clackamas County<br><br>Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045 | <b>2) Issue Date</b><br>November 05, 2019  | <b>This Action</b><br>AMENDMENT<br>FY 2020 |                      |
|   | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020  |  |                      |
| <b>4) OHA Public Health Funds Approved</b>  |  |  |                      |
| <b>Program</b>  | <b>Award Balance</b>   | <b>Increase/ (Decrease)</b>                | <b>New Award Bal</b> |
| PE42-08 1   | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                      |
| PE42-09 1   | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                      |
| PE42-10 1   | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                      |
| PE43-03 1   | Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention.   |  |                      |
| PE43-04 1   | Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention Incentives.  |  |                      |
| PE46-03 1   | 7/2019: Funding is for July 15, 2019 - June 30, 2020   |  |                      |
| PE46-04 1   | 7/2019: Funding for July 1-14, 2019  |  |                      |
| PE51-01 1   | 9/2019: Funding is for period of October 1, 2019-June 30, 2020   |  |                      |
| <b>6) Comments:</b>   |  |  |                      |
| PE02  | 7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status   |  |                      |
| PE07  | Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.   |  |                      |
| PE07  | 7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minimum of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422  |  |                      |
| PE12  | 11/2019: \$1,651 award increase for scholarship funding for Oregon Prepared or OR-Epi  |  |                      |
| PE13-01   | 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)  |  |                      |
| PE13-01   | 11/2019: Amending award total of \$292,768 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.   |  |                      |
| PE27-03   | Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.  |  |                      |
| PE27-04   | 9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.   |  |                      |
| PE27-05   | 8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.   |  |                      |
| PE40-01   | Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19  |  |                      |
| PE40-02   | Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20  |  |                      |
| PE44-02   | 7/2019: MH Expansion funding increase  |  |                      |
| PE46-02   | 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04   |  |                      |
| PE46-03   | 7/2019: State Funding for July 15, 2019 – June 30, 2020  |  |                      |
| PE46-04   | 7/2019: Federal Funding for July 1 – July 14, 2019 only  |  |                      |

| State of Oregon<br>Oregon Health Authority<br>Public Health Division   |   |   | Page 4 of 4            |
|--|---|---|------------------------|
| <b>1) Grantee</b><br>Name: Clackamas County<br><br>Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR      Zip Code: 97045   | <b>2) Issue Date</b><br>November 05, 2019 | <b>This Action</b><br>AMENDMENT<br>FY 2020                        |                        |
|  |   | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020 |                        |
| <b>4) OHA Public Health Funds Approved</b>   |   |   |                        |
| <b>Program</b>   | Award<br>Balance                          | Increase/<br>(Decrease)   | New<br>Award Bal       |
| <b>7) Capital outlay Requested in this Action:</b><br>Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. |   |   |                        |
| <b>PROGRAM</b>   | <b>ITEM DESCRIPTION</b>                   | <b>COST</b>   | <b>PROG<br/>APPROV</b> |
|  |   |   |                        |
|  |   |   |                        |

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12: Public Health Emergency Preparedness Program**  
Funding Information Table

|   |                                      |  |
|---|--------------------------------------|--|
| Federal Award Identification Number (FAIN): | 6NU90TP921916                        | 1 U3REP150534-01-00                            |
| Federal Award Date:                         | 5/21/2019                            | 5/22/2015                                      |
| Performance Period:                         | 07/01/2018-06/30/2020                | 05/18/2015-05/17/2020                          |
| Federal Awarding Agency:                    | CDC                                  | DHHS/ASPR                                      |
| CFDA Number:                                | 93.069                               | 93.817   |
| CFDA Name:                                  | Public Health Emergency Preparedness | HPP Ebola Preparedness and Response Activities |
| Total Federal Award:                        | \$8,008,993                          | \$1,283,680                                    |
| Project Description:                        | Public Health Emergency Preparedness | HPP Ebola Preparedness and Response            |
| Awarding Official:                          | Shicann Phillips                     | Brenda Cox                                     |
| Indirect Cost Rate:                         | 17.86%                               | 17.45%   |
| Research and Development (Y/N):             | No                                   | No   |

**PCA:** 53437 53507  
**INDEX:** 50407 50407

| Agency/Contractor | DUNS     | Amount    | Amount  | Total FY 2020 |
|-------------------|----------|-----------|---------|---------------|
| Clackamas         | 96992656 | \$170,273 | \$1,651 | \$171,924     |

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contracts with Metropolitan Family Service, Inc. Northwest Family Services, and Todos Juntos for Family Resource Coordination Services**

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Provides Family Resource Coordination Services as a part of the Early Learning Hub in Targeted Health Equity Zones across the Clackamas County                            |
| <b>Dollar Amount and Fiscal Impact</b> | Three Contracts, each with a maximum contract value of \$450,000 for a total Fiscal Impact of \$1,350,000.00 over four years.   |
| <b>Funding Source</b>                  | Funding sources include County General Funds allocated to PreventNet Plus and State of Oregon, Department of Education Early Learning Division Grant funds                |
| <b>Duration</b>                        | Effective through September 30, 2021 with one option to extend for two years  |
| <b>Previous Board Action</b>           | On July 27, 2017, the Board of County Commissioners approved the previous contracts with the organizations listed in this memo for Family Resource Coordination Services. |
| <b>Strategic Plan Alignment</b>        | 1. Ensure safe, healthy and secure communities.<br>2. Provide equitable access to services  |
| <b>Counsel Review</b>                  | NWFS: 11/7/2019, TJ: 11/18/2019, MFS: 11/18/2019  |
| <b>Contact Person</b>                  | Korene Mather, Interim Director, 503-650-3339   |
| <b>Contract No.</b>                    | #2233, #2180, and #2083   |

**Background**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon Department of Education Early Learning Division whose mission it is “to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity. A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming and help remove barriers for families.

These contracts provide Family Resource Coordination Services to families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being.

Procurement Process

In accordance with Local Contract Review Board Rule C-047-0260 and applicable ORS, on July 10, 2019, the Procurement Office published a Request for Proposals (RFP) for Family Resource Coordination Services. The RFP closed September 5, 2019 and proposals were scored in accordance with the RFP criteria. Metropolitan Family Service, Inc., Northwest Family Services, and Todos Juntos

were selected by the review committee to be awarded contracts. Notice of Intent to Award was published on ORPIN, and no protests were received.

These contracts are effective through September 30, 2021, with an option to extend to September 30, 2023 and each has a maximum value of \$450,000 if the two year renewal option is exercised.

Counsel reviewed and approved the contracts.

**Recommendation**

Staff respectfully recommends that the Board of County Commissioners approve the contracts with Metropolitan Family Service, Inc., Northwest Family Services, and Todos Juntos for Family Resource Coordination Services and execute them.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2083**

This Personal Services Contract (this “Contract”) is entered into between Metropolitan Family Service, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30) for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.



## 7. Contractor and County Contacts.

| Contractor   | County  |
|--|---|
| Administrator: Judy Strand<br>Phone: 503-232-0007<br>Email: <a href="mailto:judys@mfs.email">judys@mfs.email</a> | Administrator: Annette Dieker<br>Phone: 503-650-5680<br>Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a> |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply, the insurance required and minimum coverage indicated below. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon. Contractor shall provide proof of said insurance and name the State or Oregon, including its officers, employees, and agents, as well as the County as an additional insured on all required liability policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODE has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

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| <p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>  |
| <p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>  |
| <p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>   |
| <p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>  |
| <p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p> |
| <p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>   |

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract 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. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that

the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Metropolitan Family Service, Inc.

Clackamas County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
049463-15  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oregon  
Entity Type / State of Formation

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. North Clackamas Regions A & B

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.
6. Facilitating family’s access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).

7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

| <b>Approved Award Budget Categories</b>                              | <b>10/1/2019-9/30/2020</b> | <b>10/1/2020-6/30/2021</b> | <b>7/1/2021 - 9/30/2021</b> | <b>2019-21<br/>Total Award<br/>Amount</b> | <b>Match</b>                       |
|--|----------------------------|----------------------------|-----------------------------|---|------------------------------------|
| <b>Personnel</b> (List salary, FTE & Fringe costs for each position) |                            |                            |                             |   | No match is required on this award |
| Family Resource Coordinator A- .8 Oct 19-June 20/ .75 July-Oct)      | \$ 36,062.00               | \$ 26,348.00               | \$ 9,046.00                 | \$ 71,456.00                              |                                    |
| Family Resource Coordinator B- .8 Oct 19-June 20/ .75 July-Oct)      | \$ 36,244.00               | \$ 26,477.00               | \$ 9,090.00                 | \$ 71,811.00                              |                                    |
| Supervision .125   | \$ -                       | \$ 1,044.00                |                             | \$ 1,044.00                               |                                    |
| Fringe   | \$ 21,199.00               | \$ 15,915.00               | \$ 5,584.00                 | \$ 42,698.00                              |                                    |
| <b>Total Personnel Services</b>                                      | <b>\$ 93,505.00</b>        | <b>\$ 69,784.00</b>        | <b>\$ 23,720.00</b>         | <b>\$ 187,009.00</b>                      |                                    |
| <b>Administration</b>  |                            |                            |                             |   |                                    |
| <b>Supplies</b>  |                            |                            |                             |   |                                    |
| Phone  | \$ 600.00                  | \$ 450.00                  | \$ 150.00                   | \$ 1,200.00                               |                                    |
| Materials/Supplies   | \$ 600.00                  | \$ 450.00                  | \$ 150.00                   | \$ 1,200.00                               |                                    |
| <b>Insurance</b>   |                            |                            |                             |   |                                    |
| <b>Travel</b>  |                            |                            |                             |   |                                    |
| Mileage (.535/mile x 200 miles x 12)                                 | \$ 3,600.00                | \$ 2,700.00                | \$ 900.00                   | \$ 7,200.00                               |                                    |
| Travel/Training  | \$ 500.00                  | \$ 500.00                  | \$ -                        | \$ 1,000.00                               |                                    |
| <b>Additional (please specify)</b>                                   |                            |                            |                             |   |                                    |
| Client assistance (bus tickets, etc.)                                | \$ 3,468.00                | \$ 2,601.00                | \$ 867.00                   | \$ 6,936.00                               |                                    |
| <b>Total Programmatic Costs</b>                                      | <b>\$ 8,768.00</b>         | <b>\$ 6,701.00</b>         | <b>\$ 2,067.00</b>          | <b>\$ 17,536.00</b>                       |                                    |
| <b>Indirect Rate: 10% Of Personnel and Program Costs</b>             | <b>\$ 10,227.00</b>        | <b>\$ 7,649.00</b>         | <b>\$ 2,579.00</b>          | <b>\$ 20,455.00</b>                       |                                    |
| <b>Total Grant Costs</b>   | <b>\$ 112,500.00</b>       | <b>\$ 84,134.00</b>        | <b>\$ 28,366.00</b>         | <b>\$ 225,000.00</b>                      |                                    |

**Invoice Template:**

| EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST<br>Metropolitan Family Services   |  |   |                        |                 |                   |
|---|--|---|------------------------|-----------------|-------------------|
| <b>Organization:</b>  | Metropolitan Family Services   | <b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b><br>1. Request for Reimbursement with an authorized signature<br>2. General Ledger backup to support the requested amount<br>3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ). |                        |                 |                   |
| <b>Funded Program Name:</b>   | Family Resource Coordination   |   |                        |                 |                   |
| <b>Program Contact:</b>   | Amy Corbett-amyc@mfs.email   |   |                        |                 |                   |
| <b>Agreement Term:</b>  | October 1, 2019 - September 30, 2021                                 |   |                        |                 |                   |
|   | <b>Claim Period</b>  |   |                        |                 |                   |
| Approved Award Budget Categories  |  | BUDGET<br>10/1/19- 9/30/21  | MONTHLY<br>EXPENDITURE | YTD EXPENDITURE | BALANCE REMAINING |
| <u>Personnel</u> (List salary, FTE & Fringe costs for each position)  |  |   |                        |                 |                   |
| Family Resource Coordinator FTE@  |  |   |                        |                 | \$ -              |
| Family Resource Coordinator FTE @   |  |   |                        |                 | \$ -              |
| Supervision FTE @   |  |   |                        |                 | \$ -              |
| Fringe @  |  |   |                        |                 | \$ -              |
| <b>Total Personnel Services</b>   |  |   | \$ -                   | \$ -            | \$ -              |
| <u>Administration</u>   |  |   |                        |                 |                   |
| <u>Supplies</u>   |  |   |                        |                 |                   |
| Phone   |  |   |                        |                 | \$ -              |
| Materials/Supplies  |  |   |                        |                 | \$ -              |
| <u>Insurance</u>  |  |   |                        |                 |                   |
| <u>Travel</u>   |  |   |                        |                 |                   |
| Mileage (.1/mile x miles x 12)  |  |   |                        |                 | \$ -              |
| Travel/Training   |  |   |                        |                 |                   |
| <u>Additional (please specify)</u>  |  |   |                        |                 |                   |
| Client assistance (bus tickets, etc.)   |  |   |                        |                 |                   |
| <b>Total Programmatic Costs</b>   |  | \$ -  | \$ -                   | \$ -            | \$ -              |
| <b>Indirect Rate: % Of Personnel and Program Costs</b>  |  |   |                        |                 | \$ -              |
| <b>Total Grant Costs</b>  |  |   | \$ -                   | \$ -            | \$ -              |
| Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.   |  |   |                        |                 |                   |
| <b>CERTIFICATION</b>  |  |   |                        |                 |                   |
| By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). |  |   |                        |                 |                   |
|   | <b>Prepared by:</b>  |   |                        |                 |                   |
|   | <b>Authorized AGENCY Official:</b>                                   |   |                        |                 |                   |
|   | <b>Date:</b>   |   |                        |                 |                   |
| <u>Department Review</u>  |  |   |                        |                 |                   |
|   | <b>Project Officer Name:</b> Annette Dieker                          |   |                        |                 |                   |
|   | <b>Department:</b> Children, Family & Community Connections Division |   |                        |                 |                   |
|   | <b>Signature:</b>  |   |                        |                 |                   |



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2180**

This Personal Services Contract (this “Contract”) is entered into between Northwest Family Services (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30) for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

## 7. Contractor and County Contacts.

| Contractor   | County  |
|--|---|
| Administrator: Rose Fuller<br>Phone: 503-546-6377<br>Email: <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a> | Administrator: Annette Dieker<br>Phone: 503-650-5680<br>Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a> |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,



from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply, the insurance required and minimum coverage indicated below. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon. Contractor shall provide proof of said insurance and name the State or Oregon, including its officers, employees, and agents, as well as the County as an additional insured on all required liability policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODE has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

|  |
|--|
| Required - Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. |
|--|

|  |
|--|
| <p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>  |
| <p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>  |
| <p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>   |
| <p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>  |
| <p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p> |
| <p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>   |

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract 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. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that

the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Northwest Family Services

Clackamas County

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Name / Title (Printed)

Approved as to Form:

\_\_\_\_\_170100-18\_\_\_\_\_

Oregon Business Registry #

\_\_\_\_\_

County Counsel

\_\_\_\_\_

Date

\_\_\_\_\_Oregon\_\_\_\_\_

Entity Type / State of Formation



**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. Gladstone
2. Oregon City

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.
6. Facilitating family’s access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).

7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

| <b>Approved Award Budget Categories</b>                     | <b>10/1/2019-9/30/2020</b> | <b>10/1/2020-6/30/2021</b> | <b>7/1/2021-9/30/2021</b> | <b>2019-21<br/>Total Award<br/>Amount</b> | <b>Match</b>                              |
|---|----------------------------|----------------------------|---------------------------|---|---|
| <b>Personnel</b> (List salary, FTE & Fringe costs for each) |                            |                            |                           |   | <i>No match is required on this award</i> |
| Family Resource Coordinator 1.0 FTE @\$43,160               | \$ 43,160.00               | \$ 32,370.00               | \$ 10,790.00              | \$ 86,320.00                              |   |
| Family Resource Coordinator .50 FTE @\$38,480               | \$ 19,240.00               | \$ 14,430.00               | \$ 4,810.00               | \$ 38,240.00                              |   |
| Supervision .25 FTE @ \$47,000                              | \$ 11,750.00               | \$ 8,813.00                | \$ 2,937.00               | \$ 23,500.00                              |   |
| Fringe @ 24%  | \$ 17,796.00               | \$ 13,347.00               | \$ 4,449.00               | \$ 35,592.00                              |   |
| <b>Total Personnel Services</b>                             | <b>\$ 91,946.00</b>        | <b>\$ 68,960.00</b>        | <b>\$ 22,986.00</b>       | <b>\$ 183,892.00</b>                      |   |
| <b>Administration</b>                                       |                            |                            |                           | \$ -                                      |   |
| <b>Supplies</b>   |                            |                            |                           | \$ -                                      |   |
| Phone (\$40 x 12 x 1.5 FTE)                                 | \$ 720.00                  | \$ 540.00                  | \$ 180.00                 | \$ 1,440.00                               |   |
| Materials/Supplies  | \$ 995.00                  | \$ 746.00                  | \$ 249.00                 | \$ 1,990.00                               |   |
| <b>Insurance (included in indirect)</b>                     |                            |                            |                           |   |   |
| <b>Travel</b>   |                            |                            |                           |   |   |
| Mileage (\$58./mile x 646.6miles x 12)                      | \$ 4,500.00                | \$ 3,375.00                | \$ 1,125.00               | \$ 9,000.00                               |   |
| Travel/Training   | \$ 500.00                  | \$ 375.00                  | \$ 125.00                 | \$ 1,000.00                               |   |
| <b>Additional (please specify)</b>                          |                            |                            |                           |   |   |
| Client assistance (bus tickets, etc.)                       | \$ 2,240.00                | \$ 1,680.00                | \$ 560.00                 | \$ 4,480.00                               |   |
| <b>Total Programmatic Costs</b>                             | <b>\$ 8,955.00</b>         | <b>\$ 6,716.00</b>         | <b>\$ 2,239.00</b>        | <b>\$ 17,910.00</b>                       |   |
| <b>Indirect Rate: % Of Personnel and Program Costs</b>      | <b>\$ 11,099.00</b>        | <b>\$ 8,324.00</b>         | <b>\$ 2,775.00</b>        | <b>\$ 22,198.00</b>                       |   |
| <b>Total Grant Costs</b>                                    | <b>\$ 112,000.00</b>       | <b>\$ 84,000.00</b>        | <b>\$ 28,000.00</b>       | <b>\$ 224,000.00</b>                      |   |

**Invoice Template:**

| EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST   |                                      |   |                        |                 |                     |
|---|--------------------------------------|---|------------------------|-----------------|---------------------|
| FRC Oregon City/Gladstone   |                                      |   |                        |                 |                     |
| <b>Organization:</b>  | Northwest Family Services            | <b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b><br>1. Request for Reimbursement with an authorized signature<br>2. General Ledger backup to support the requested amount<br>3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ). |                        |                 |                     |
| <b>Funded Program Name:</b>   | Family Resource Coordination         |   |                        |                 |                     |
| <b>Program Contact:</b>   | Rose Fuller fuller@nwfs.org          |   |                        |                 |                     |
| <b>Agreement Term:</b>  | October 1, 2019 - September 30, 2021 |   |                        |                 |                     |
|   | <b>Claim Period</b>                  |   |                        |                 |                     |
| Approved Award Budget Categories  |                                      | BUDGET<br>10/1/19-9/30/21   | MONTHLY<br>EXPENDITURE | YTD EXPENDITURE | BALANCE REMAINING   |
| <u>Personnel</u> (List salary, FTE & Fringe costs for each position)  |                                      |   |                        |                 |                     |
| Family Resource Coordinator 1.0 FTE @\$43,160   |                                      | \$ 43,160.00  |                        |                 | \$ 43,160.00        |
| Family Resource Coordinator .50 FTE @\$38,480   |                                      | \$ 19,240.00  |                        |                 | \$ 19,240.00        |
| Supervision .25 FTE @ \$47,000  |                                      | \$ 11,750.00  |                        |                 | \$ 11,750.00        |
| Fringe @ 24%  |                                      | \$ 17,796.00  |                        |                 | \$ 17,796.00        |
| <b>Total Personnel Services</b>   |                                      | <b>\$ 91,946.00</b>   | <b>\$ -</b>            | <b>\$ -</b>     | <b>\$ 91,946.00</b> |
| <u>Administration</u>   |                                      |   |                        |                 |                     |
| <u>Supplies</u>   |                                      |   |                        |                 |                     |
| Phone (\$40 x 12 x 1.5 FTE)   |                                      | \$ 720.00   |                        |                 | \$ 720.00           |
| Materials/Supplies  |                                      | \$ 995.00   |                        |                 | \$ 995.00           |
| <u>Insurance (included in indirect)</u>   |                                      |   |                        |                 |                     |
| <u>Travel</u>   |                                      |   |                        |                 |                     |
| Mileage (\$58./mile x 646.6miles x 12)  |                                      | \$ 4,500.00   |                        |                 | \$ 4,500.00         |
| Travel/Training   |                                      | \$ 500.00   |                        |                 |                     |
| <u>Additional (please specify)</u>  |                                      |   |                        |                 |                     |
| Client assistance (bus tickets, etc.)   |                                      | \$ 2,240.00   |                        |                 |                     |
| <b>Total Programmatic Costs</b>   |                                      | <b>\$ 8,955.00</b>  | <b>\$ -</b>            | <b>\$ -</b>     | <b>\$ 6,215.00</b>  |
| <b>Indirect Rate: % Of Personnel and Program Costs</b>  |                                      | <b>\$ 11,099.00</b>   |                        |                 |                     |
| <b>Total Grant Costs</b>  |                                      | <b>\$ 112,000.00</b>  |                        |                 |                     |
| Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.   |                                      |   |                        |                 |                     |
| <b>CERTIFICATION</b>  |                                      |   |                        |                 |                     |
| By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). |                                      |   |                        |                 |                     |
| <b>Prepared by:</b>   |                                      |   |                        |                 |                     |
| <b>Authorized AGENCY Official:</b>  |                                      |   |                        |                 |                     |
| <b>Date:</b>  |                                      |   |                        |                 |                     |
| <u>Department Review</u>  |                                      |   |                        |                 |                     |
| <b>Project Officer Name:</b> Annette Dieker   |                                      |   |                        |                 |                     |
| <b>Department:</b> Children, Family & Community Connections Division  |                                      |   |                        |                 |                     |
| <b>Signature:</b>   |                                      |   |                        |                 |                     |



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2083**

This Personal Services Contract (this “Contract”) is entered into between Todos Juntos (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30), for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

## 7. Contractor and County Contacts.

| Contractor   | County  |
|--|---|
| Administrator: Eric Johnston<br>Phone: 503-544-1513<br>Email: ejtodosjuntos2@gmail.com | Administrator: Annette Dieker<br>Phone: 503-650-5680<br>Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a> |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply, the insurance required and minimum coverage indicated below. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon. Contractor shall provide proof of said insurance and name the State or Oregon, including its officers, employees, and agents, as well as the County as an additional insured on all required liability policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODE has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

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|--|
| Required - Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. |
|--|



|  |
|--|
| <p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>  |
| <p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>  |
| <p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>   |
| <p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>  |
| <p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p> |
| <p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>   |

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract 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. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that

the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Todos Juntos

Clackamas County

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Name / Title (Printed)

Approved as to Form:

\_\_\_\_\_  
767978-86  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel Date

\_\_\_\_\_  
Oregon  
Entity Type / State of Formation

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. Canby
2. Molalla
3. Estacada

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.



6. Facilitating family's access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).
7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

| <i>Approved Award Budget Categories</i>                              | 10/1/2019-<br>9/30/2020 | 10/1/2020-<br>6/30/2021 | 7/1/2021 -<br>9/30/2021 | 2019-21<br>Total Award<br>Amount | <b>Match</b>                                      |
|--|-------------------------|-------------------------|-------------------------|----------------------------------|---|
| <b>Personnel</b> (List salary, FTE & Fringe costs for each position) |                         |                         |                         |                                  | <i>No match is<br/>required on<br/>this award</i> |
| Family Resource Coordinator- Canby/ Molalla FTE                      | \$ 40,000.00            | \$ 30,000.00            | \$ 10,000.00            | \$ 80,000.00                     |   |
| Family Resource Coordinator- Estacada FTE                            | \$ 25,166.00            | \$ 18,874.50            | \$ 6,291.50             | \$ 50,332.00                     |   |
| Supervision (0.192 FTE )   | \$ 12,000.00            | \$ 9,000.00             | \$ 3,000.00             | \$ 24,000.00                     |   |
| Fringe (.115% )  | \$ 8,874.09             | \$ 6,655.57             | \$ 2,218.52             | \$ 17,748.18                     |   |
| <b>Total Personnel Services</b>                                      | <b>\$ 86,040.09</b>     | <b>\$ 64,530.07</b>     | <b>\$ 21,510.02</b>     | <b>\$ 172,080.18</b>             |   |
| <b>Administration</b>  | \$ 14,673.75            | \$ 11,005.00            | \$ 3,668.25             | \$ 29,347.00                     |   |
| <b>Supplies</b>  |                         |                         |                         | \$ -                             |   |
| Phone  | \$ 625.00               | \$ 450.00               | \$ 150.00               | \$ 1,225.00                      |   |
| Materials/Supplies   | \$ 2,625.00             | \$ 1,968.75             | \$ 656.25               | \$ 5,250.00                      |   |
| Equipment  | \$ 1,800.00             | \$ 1,425.00             | \$ 575.00               | \$ 4,600.00                      |   |
| <b>Insurance</b>   | <b>\$ 1,750.00</b>      | <b>\$ 1,312.50</b>      | <b>\$ 437.50</b>        | <b>\$ 3,500.00</b>               |   |
| <b>Travel</b>  |                         |                         |                         |                                  |   |
| Mileage (.535/mile x 200 miles x 12)                                 | \$ 2,400.00             | \$ 1,800.00             | \$ 600.00               | \$ 4,800.00                      |   |
| Travel/Training  | \$ 500.00               | \$ 300.00               |                         |                                  |   |
| <b>Additional (please specify)</b>                                   |                         |                         |                         |                                  |   |
| Client assistance (bus tickets, etc.)                                |                         |                         |                         |                                  |   |
| <b>Total Programmatic Costs</b>                                      | <b>\$ 24,373.75</b>     | <b>\$ 18,261.25</b>     | <b>\$ 6,087.00</b>      | <b>\$ 48,722.00</b>              |   |
| <b>Indirect Rate: 10% Of Personnel and Program Costs</b>             | <b>\$ 2,086.16</b>      | <b>\$ 1,583.68</b>      | <b>\$ 527.98</b>        | <b>\$ 4,197.82</b>               |   |
| <b>Total Grant Costs</b>   | <b>\$ 112,500.00</b>    | <b>\$ 84,375.00</b>     | <b>\$ 28,125.00</b>     | <b>\$ 225,000.00</b>             |   |

**Invoice Template:**

| EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST   |                                      |   |   |                 |                   |
|---|--------------------------------------|---|---|-----------------|-------------------|
| Todos Juntos  |                                      |   |   |                 |                   |
| <b>Organization:</b>  | Todos Juntos                         |   | <b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b><br>1. Request for Reimbursement with an authorized signature<br>2. General Ledger backup to support the requested amount<br>3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ). |                 |                   |
| <b>Funded Program Name:</b>   | Family Resource Coordination         |   |   |                 |                   |
| <b>Program Contact:</b>   | Eric Johnston                        |   |   |                 |                   |
| <b>Agreement Term:</b>  | October 1, 2019 - September 30, 2021 |   |   |                 |                   |
|   | <b>Claim Period</b>                  |   |   |                 |                   |
| Approved Award Budget Categories  |                                      | BUDGET<br>10/1/19- 9/30/21                        | MONTHLY<br>EXPENDITURE  | YTD EXPENDITURE | BALANCE REMAINING |
| <u>Personnel</u> (List salary, FTE & Fringe costs for each position)  |                                      |   |   |                 |                   |
| Family Resource Coordinator . FTE @   |                                      |   |   |                 | \$ -              |
| Family Resource Coordinator . FTE @   |                                      |   |   |                 | \$ -              |
| Supervision . FTE @   |                                      |   |   |                 | \$ -              |
| Fringe @.   |                                      |   |   |                 | \$ -              |
| <b>Total Personnel Services</b>   |                                      |   | \$ -  | \$ -            | \$ -              |
| <u>Administration</u>   |                                      |   |   |                 |                   |
| <u>Supplies</u>   |                                      |   |   |                 |                   |
| Phone   |                                      |   |   |                 | \$ -              |
| Materials/Supplies  |                                      |   |   |                 | \$ -              |
| <u>Insurance</u>  |                                      |   |   |                 |                   |
| <u>Travel</u>   |                                      |   |   |                 |                   |
| Mileage (. /mile x miles x 12)  |                                      |   |   |                 | \$ -              |
| Travel/Training   |                                      |   |   |                 |                   |
| <u>Additional (please specify)</u>  |                                      |   |   |                 |                   |
| Client assistance (bus tickets, etc.)   |                                      |   |   |                 |                   |
| <b>Total Programmatic Costs</b>   |                                      | \$ -  | \$ -  | \$ -            | \$ -              |
| <b>Indirect Rate: % Of Personnel and Program Costs</b>  |                                      |   |   |                 | \$ -              |
| <b>Total Grant Costs</b>  |                                      | \$ -  | \$ -  | \$ -            | \$ -              |
| Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.   |                                      |   |   |                 |                   |
| <b>CERTIFICATION</b>  |                                      |   |   |                 |                   |
| By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). |                                      |   |   |                 |                   |
|   | <b>Prepared by:</b>                  |   |   |                 |                   |
|   | <b>Authorized AGENCY Official:</b>   |   |   |                 |                   |
|   | <b>Date:</b>                         |   |   |                 |                   |
| <u>Department Review</u>  |                                      |   |   |                 |                   |
|   | <b>Project Officer Name:</b>         | Annette Dieker                                    |   |                 |                   |
|   | <b>Department:</b>                   | Children, Family & Community Connections Division |   |                 |                   |
|   | <b>Signature:</b>                    |   |   |                 |                   |