

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with Clackamas Women's Services for
Emergency Transitional Housing Services

Purpose/Outcomes	Agency will provide emergency motel vouchers for 85 low-income and high-risk households during each year of funding.
Dollar Amount and Fiscal Impact	\$95,000 in the first term, with two (2) additional one-year optional renewals, for a \$300,000 contract maximum.
Funding Source	FY 19-20 Affordable Housing Services Fund. County General Funds are involved.
Duration	Upon signature through June 30, 2020
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-3-19.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9436


BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Clackamas Women's Services (CWS). CWS provides services for victims of domestic violence, and the funds will allow the agency to develop and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households during each year of funding. This agreement is effective upon signature through June 30, 2020, with two (2) additional one-year optional renewals until June 30, 2022, dependent on agency performance, and with the approval of Board of County Commissioners, for a \$300,000 total contract maximum. The funding source is County General, Affordable Housing Services Fund.

RECOMMENDATION:

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

 *Richard Swift, Deputy Director / For*

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
GRANT AGREEMENT FOR TRANSITIONAL HOUSING FOR SURVIVORS OF DOMESTIC
AND SEXUAL VIOLENCE**

This grant agreement for transitional housing for survivors of domestic and sexual violence ("Contract") is entered into between Clackamas Women's Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Health, Housing and Human Services Department.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020. 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. Based on the Contractor's performance, and with the approval of the Clackamas County Board of Commissioners, this contract may be extended for up to an additional two (2) years of funds.

2. Scope of Work. Contractor will provide the following personal/professional services: develop and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for at least 85 low-income and high-risk households during each year of funding ("Work"), further described in **Exhibit A**, attached hereto and incorporated by this reference herein.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Ninety-Five Thousand dollars (\$95,000) for accomplishing the Work, as further detailed in Exhibit A. The parties may, upon mutual written consent and upon Contractor's successful completion of the performance objectives in Exhibit A, extend this Contract for two (2) additional one-year terms. County agrees to pay Contractor for the two (2) additional one-year terms as follows:

Year 2	One Hundred Thousand dollars (\$100,000);
Year 3	One Hundred Five Thousand dollars (\$105,000)

The maximum amount payable to Contractor under this Contract, including the optional renewals, is Three Hundred Thousand dollars (\$300,000.00). If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.

4. 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: <https://www.clackamas.us/finance/terms.html> Travel expense reimbursement is not in excess of the not to exceed consideration.

5. 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, **Exhibits A, B, and C, and Attachment 1**.

6. Contractor Data.

Applicant: Clackamas Women's Services
Address: 256 Warner Milne Rd., Oregon City OR, 97045
EIN: 93-0900119
DUNS #: 959059759

Contractor Contract Administrator: Kira Meyrick
Phone No.: 503-908-9406
Email: kiram@cwssor.org

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 could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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 FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
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 federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

Contractor shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State, or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Contractor

agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable local, State, or Federal funding requirements.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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.
9. **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; (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 (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), 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. 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.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Rd, Oregon City, OR 97045 or jdiridoni@clackamas.us or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. 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.
- 14. 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) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. 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, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. 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.

- 17. 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. 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, Paragraphs 1, 8, 13, 15, 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.
- 18. 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.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger

performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- 21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. 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.
- 22. 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.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. 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.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, 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.
- 26. 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.
- 27. COMPLIANCE.** To the extent applicable, the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, are made a part of this Contract.

28. 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.

Clackamas Women's Services

Clackamas County


Authorized Signature _____ Date 8.23.19

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Melissa Erlbaum, Executive Director
Name / Title (Printed)

Signing on Behalf of the Board

211960-19
Oregon Business Registry #

nonprofit Pub.2 Benefit
Entity Type / State of Formation

Richard Swift, Director _____ Date
Health, Housing and Human Services
Approved as to Form:

 _____ Date 09/03/2019
County Counsel

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to Agency Services Contract with Lifeworks Northwest for
Intensive Community Treatment Services

Purpose/ Outcomes	To provide Intensive Community Treatment services (formerly known as Non-Fidelity Assertive Community services) to Clackamas County residents enrolled with Health Share of Oregon for their Oregon Health Plan (OHP) benefits.
Dollar Amount and Fiscal Impact	Amendment adds \$151,173 to the contract value, increasing the maximum contract value to \$1,651,173.
Funding Source	State of Oregon, Oregon Health Plan funds. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2020
Previous Board Action	Contract reviewed and approved by the Board July 12, 2018, Agenda Item 071218-A11.
Counsel Review	Counsel reviewed and approved Amendment July 16, 2019.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Contract No.	#8850

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests approval of Amendment #01 to Agency Services Contract #8850 with Lifeworks Northwest. This Contract provides Intensive Community Treatment (ICT) services for adults eighteen (18) years of age and older with diagnoses of nonorganic psychosis, bipolar or long-term depression, with severe functional impairment. Clients may have complicating medical conditions; co-occurring substance abuse disorders and/or a developmental disability; and have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

An interdisciplinary team provides Intensive Community Treatment Services, which ensures service availability twenty-four (24) hours per day, seven (7) days per week. Service components of the ICT model include: initial and on-going assessments; psychiatric services; case management; employment and housing assistance; family support and education; substance abuse services; and other supports and services critical to the individual's ability to live independently in the community.

Program activities are designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

The Behavioral Health Division (BHD) has collaborated with Lifeworks Northwest for behavioral health services since 2005. In addition to ICT services, BHD currently contracts with LifeWorks Northwest to provide Supported Employment Services, Intoxicated Driver Program Fund Services, Early Assessment and Support Alliance Services, and outpatient mental health and substance abuse services.

This Amendment, which adds \$151,173 to the value of the Contract, is effective upon signature and continues through June 30, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment 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 "Richard Swift, Deputy Director / FOR". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services

Contract Amendment #01
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 8850 Board Agenda Number: _____

and Board date: _____

Division: Behavioral Health

Amendment No. 01

Contractor: LifeWorks Northwest

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other Name of services

This Amendment #01 is entered into between LifeWorks Northwest (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 16, 2018 (“Contract”), as amended.

Justification for Amendment:

This Contract provides **Intensive Community Treatment Services** for adults ages eighteen (18) years and up with diagnoses of nonorganic psychosis, bipolar or long-term depression, with severe functional impairments. Clients may have complicating medical conditions; co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

This Amendment #01 adds funds to the Contract and changes the name of the services from Intensive Case Management (ICM) Services to Intensive Community Treatment (ICT) Services.

The maximum compensation of this Contract is **increased to \$1,651,173.00** with the addition of \$151,173.00 through this Amendment.

This Amendment #01 is effective **upon signature** and continues through **June 30, 2020**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND Section 1.0 of the Contract, Engagement:

County hereby engages Contractor to provide **Intensive Case Management (ICM) services** (formerly called Non-Fidelity Assertive Community (ACT) services) as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide ICM services to clients.

TO READ:

County hereby engages Contractor to provide **Intensive Community Treatment (ICT) services** (formerly called Non-Fidelity Assertive Community (ACT) services) as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide **ICT** services to clients.

AMEND Section 3.1 of the Contract, Compensation:

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$1,500,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

TO READ:

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$1,651,173.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

REPLACE Exhibit B of Contract, Scope of Work, with:

**EXHIBIT B
SCOPE OF WORK**

1. Program Description

Intensive Community Treatment (ICT) services for adults ages 18 and up with diagnoses of nonorganic psychosis, bipolar or long-term depression; with severe functional impairments; who may have complicating medical conditions, co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

ICT services are provided by an interdisciplinary team that ensures service availability 24 hours a day, 7 days per week and is prepared to carry out a full range of treatment functions wherever and whenever needed. The Contractor must have a low staff to client ratio (not to exceed 1:15) and a “whatever it takes” community-based service delivery approach. Services will be flexible, adapting to each person’s changing needs and personal recovery goals. Individual are referred to the *ICT* team when it has been determined that the individual's needs are so pervasive and/or unpredictable that they cannot be met effectively by any other combination of available community services.

Service components of an *Intensive Community Treatment* model shall include:

- Initial and on-going assessments
- Psychiatric services
- Case management
- Employment and housing assistance
- Family support and education
- Substance abuse services
- Other supports and services critical to the individual’s ability to live independently in the community

To increase each individual’s success in community living, the Contractor will operate in close collaboration with families, providers of physical health care, psychiatric inpatient units, alcohol and drug treatment services, law enforcement and justice, housing, social services, shelter services, employment services and educational programs. Contractor will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

The Contractor will include activities designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

Measurable outcomes will be jointly negotiated between County and Contractor at a future date.

2. Program Performance Measures

At a minimum, Contractor shall track the performance measures identified below and detailed in program instructions prepared by County and incorporated into this agreement by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50% Target: 50%	ACORN data or new treat to target outcome measures developed and implemented by Health Share of Oregon.

Contractor shall participate with the County in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing County with data necessary to verify consumer counts, service provision, and outcome measures.

AMEND Section a of Exhibit C of the Contract, Compensation:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,500,000.00**.

Contractor will be paid a capacity payment for a total of **50 individuals** to be served by the ICM team. Individuals will be covered by Health Share of Oregon-Clackamas County, Clackamas Indigent Services, or OHP Open Card.

County may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if County so chooses and if funding allows. Any negotiation of increases in rates will be directed by the County.

TO READ:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,651,173.00**.

LifeWorks Northwest #8850

Agency Services Contract – Amendment #01

Page 5 of 6

Contractor will be paid a capacity payment for a total of **59 individuals** to be served by the ICM team. Individuals will be covered by Health Share of Oregon-Clackamas County, Clackamas Indigent Services, or OHP Open Card.


County may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if County so chooses and if funding allows. Any negotiation of increases in rates will be directed by the County.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

LIFEWORKS NORTHWEST

 8/27/19
Authorized Signature Date

Mary Monnat/ President & CEO
Name / Title (Printed)

066218-17
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on behalf of the Board:

Richard Swift Date
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email July 16, 2019
County Counsel Date

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to Agency Services Contract with Lifeworks Northwest for
Early Assessment and Support Alliance Services

Purpose/ Outcomes	To provide Early Assessment and Support Alliance (EASA) services to young people of Clackamas County experiencing symptoms of psychosis for the first time.
Dollar Amount and Fiscal Impact	Amendment adds \$222,768.91, increasing the Contract's maximum value to \$1,113,844.58.
Funding Source	State of Oregon through the Oregon Health Plan (OHP) and Oregon Health Authority, Community Mental Health Program (CMHP). No County General Funds are involved.
Duration	Effective upon signature and terminates December 31, 2019.
Previous Board Action	Board approved the Contract October 19, 2017, Agenda Item 101917-A2; and the Board approved Amendment #01 April 11, 2019, Agenda Item 041119-A1.
Counsel Review	Reviewed and approved by Counsel July 16, 2019.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Behavioral Health Division Director (503) 742-5305
Contract No.	#8212

BACKGROUND:

The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #02 to Agency Service Contract #8212 with LifeWorks Northwest for Early Assessment and Support Alliance (EASA) Services. EASA is an intensive case management model of engagement, outreach and community education that provides information and support to youth and young adults, twelve (12) to twenty-four (24) years of age, who are experiencing symptoms of psychosis for the first time. The program integrates elements of the following evidence-based and best practices: Multi-family Psycho-education; Wellness Management and Recovery, Cognitive Behavior Therapy-focused clinical case management; Supported Employment and Education; Low Dose Prescribing Protocols; and integrated attention to substance abuse.

Clients are engaged in a strengths-based, relationship-oriented approach. The average length of stay in the program is two (2) years, at which time the anticipated outcome is a transition to a lesser intensity of services with continued engagement in treatment.

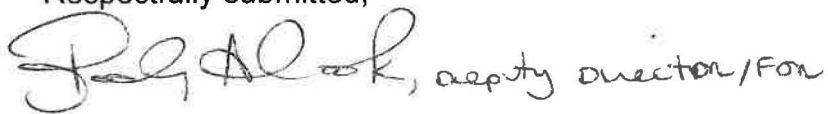
The Behavioral Health Division (BHD) has collaborated with Lifeworks Northwest for behavioral health services since 2005. In addition to EASA services, BHD currently contracts with LifeWorks Northwest to provide Supported Employment Services, Intoxicated Driver Program Fund Services, Intensive Community Treatment Services, and outpatient mental health and substance abuse services.

This Amendment adds \$222,768.91 to the Contract, increasing the maximum contract value to \$1,113,844.58. This Amendment is effective upon signature and terminates December 31, 2019.

RECOMMENDATION:

Staff recommends Board approval of the Amendment 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 "Richard Swift, deputy director / for". The signature is written in a cursive, flowing style.

Richard Swift, Director
Health, Housing & Human Services

Contract Amendment #02
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 8212 Board Agenda Number: _____

and Board date: _____

Division: Behavioral Health

Amendment No. 02

Agency: LifeWorks Northwest

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other _____

This Amendment #02 is entered into between LifeWorks Northwest (“Agency”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 25, 2017 (“Contract”), as amended.

Justification for Amendment:

This Contract provides Early Assessment and Support Alliance (EASA) Services, for clients, ages twelve (12) to twenty-four (24), experiencing the early symptoms of psychosis.

This Amendment #02 **extends the term of the Contract six (6) months to expire December 31, 2019** and adds funds for the additional months of services.

The maximum compensation of the Contract **increased to \$1,113,844.58** with the addition of \$222,768.91 through this Amendment.

This Amendment #02 is effective **upon signature** and continues through **December 31, 2019**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

LifeWorks Northwest #8212

Agency Services Contract -- Amendment #02

Page 2 of 4

AMEND Section 2 of the Contract, Term:

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2019** unless terminated by one or both parties as provided in paragraph 6.0 below.

TO READ:

Services provided under the terms of this Contract shall commence **upon signature and shall terminate December 31, 2019** unless terminated by one or both parties as provided in paragraph 6.0 below.

AMEND Section 3.1 of the Contract, Compensation:

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$891,075.67**.

TO READ:

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$1,113,844.58**.

REPLACE Exhibit C of Contract, Compensation, with:

**EXHIBIT C
COMPENSATION**

1. Compensation

COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in **Exhibit B** as follows:

Payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Total contract payment to AGENCY shall not exceed **\$1,113,844.58**.

2. Method of Payment

AGENCY shall be reimbursed for the agreed upon program cost less any revenue generated from Medicaid, Commercial Insurance, and Vocational Rehabilitation that is over and above the program cost.

LifeWorks Northwest #8212

Agency Services Contract – Amendment #02

Page 3 of 4

AGENCY shall submit *itemized monthly invoices reflecting total program cost less revenue*. The invoice shall include the contract # **8212**, dates of service, and the total amount due for all services provided during the month. Invoices shall be submitted electronically to:

BHAP@clackamas.us


When submitting electronically, designate AGENCY name and contract # **8212** in the subject of the e-mail.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

LIFEWORKS NORTHWEST

 9/27/19
Authorized Signature Date

Mary Monnat / President & CEO
Name / Title (Printed)

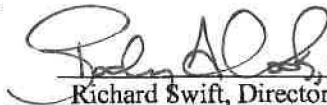
066218-17
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

- Commissioner: Jim Bernard, Chair
- Commissioner: Sonya Fischer
- Commissioner: Ken Humberston
- Commissioner: Paul Savas
- Commissioner: Martha Schrader

Signing of behalf of the Board:

 deputy director / For
Richard Swift, Director Date 9/10/19
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email July 16, 2019
County Counsel Date

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Agreement #9456 with CareOregon
for financial support for Pediatric Dental Services at the new Gladstone Dental Clinic

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for a new pediatric dental clinic located in the Gladstone Center for Children and Families (GCCF).
Dollar Amount and Fiscal Impact	Contract maximum value \$350,000. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective September 1, 2019 and December 31, 2021 expiration.
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on September 9, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9456

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Agreement #9456 a Revenue agreement with CareOregon for the purpose of providing Pediatric Dental Services.

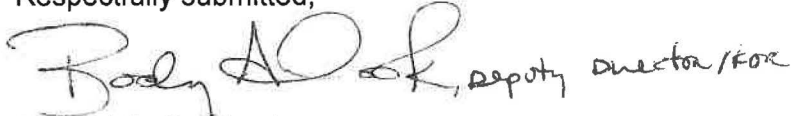
This agreement will provide the funding for capital expenditures to build the clinic located inside GCCF building which is owned by Gladstone School District (GSD). This agreement also allows for the purchase of dental equipment needed for patient treatment and fund navigational staff to provide outreach to members and community agencies. This project will facilitate increasing capacity of patients by providing dental services to CareOregon members and residents in the Gladstone community. Increasing member's visits and access to care improves the overall quality of dental health.

This is a revenue contract for CCHCD. The total amount of the agreement is \$350,000. This is a retro-active request due to just receiving it from CareOregon. No County General Funds are involved. The Agreement #9456 is effective September 1, 2019 and will continue until December 31, 2021.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, Deputy Director / H3S". The signature is written in a cursive, flowing style.

Richard Swift, Director
Health, Housing, and Human Services

**Care Oregon
Letter of Agreement**

#9456

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Health Centers (CCHC) acting through the Health, Housing and Human Services Department, (Provider) for the period of September 1, 2019 to December 31, 2021.

Project: Gladstone Dental Clinic
Provider Contact: Deborah Cockrell
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 19-0901E
CareOregon Contact: Alyssa Franzen
Phone: 503-416-5908
E-mail: franzena@careoregon.org

I. Project Description:

CareOregon has approved financial support for the Provider's dental program at the Gladstone Dental Clinic with funding for capital expenditures to

- A. build the clinic to be located inside Gladstone Center for Children and Families
- B. purchase dental equipment needed for patient treatment, including three pediatric dental chairs
- C. fund navigational staff to provide outreach to members and community agencies

This project will facilitate increasing capacity for providing dental services to CareOregon members and residents in the Gladstone community. Increasing member's visits and access to care improves the overall quality of dental health.

II. Project Objectives:

The goals of this initiative are to:

- A. Increase access to and capacity in the Gladstone area for dental care
- B. Increase access to clinics with co-located or integrated medical and dental care services
- C. Increase total dentist clinic visits
- D. Increase overall quality of dental health
- E. Increase the likelihood of better health outcomes reported by metrics described in Exhibit A. entitled Clinic Start Up, Access Measures and Production Goals.

III. Terms:

- A. Provider agrees to use the full payment associated with this Agreement for the following at Gladstone Dental to help achieve the deliverables as further defined in Exhibit A.
 - 1. Construction of dental clinic including three (3) dental operatories and associated equipment by the target completion date of **January 1, 2020**.
 - 2. Hire the following Full Time Employees (FTE) by **January 1, 2020** and notify CareOregon of the hire dates:
 - a. 0.8 FTE Dentist
 - b. 1.6 FTE Dental Assistants (2 x 0.8 FTE)
 - c. 1.0 Dental Navigator

- B. Provider agrees to develop a documented outreach and engagement plan by **June 30, 2020**. The plan must:
 - a. Be developed in partnership with the school district
 - b. Coordinate with existing services in the school district
 - c. Seek to build systems that serve all children within the school district
 - d. Outline presence in school buildings and classrooms
 - e. Contain relevant targets and goals
- C. Provider agrees to implement a BabyDay program, to include immunizations, focused on children under 3 years of age no later than **12/31/2020**.
- D. Provider agrees to establish a documented bi-directional referral process between onsite medical-dental clinics with measured targets **by 06/30/2020**.
- E. Provider will report biannual progress reports to CareOregon by the deadline of 30 days after each six (6) month reporting period. Progress reports as defined in Exhibit A are due:
 - a. **July 31, 2020** for the reporting period January 1, 2020 to June 30, 2020
 - b. **January 31, 2021** for the full year reporting period January 1, 2020 to December 31, 2020
 - c. **July 31, 2021** for the reporting period January 1, 2021 to June 30, 2021
 - d. **January 31, 2022** for the full year reporting period January 1, 2021 to December 31, 2021
- B. CareOregon may request a site visit to meet with Provider and review project progress.
- C. Success of the project will be determined by CareOregon's evaluation of a positive impact on member's health.
- D. Either party can terminate this Agreement with 30 days written notice.

IV. Payment:

- A. CareOregon will pay **\$350,000.00** upon receipt of signed agreement.
- B. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for this project only and Provider will use a maximum of five (5) percent for indirect cost.
- C. Provider agrees to submit quarterly progress reports to CareOregon Dental as outlined in Exhibit A.
- D. Provider agrees this payment is for the period outlined above only and does not imply or guarantee ongoing funding.

V. General Provisions:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts within 30 days of termination date, prorated from the date of termination to the end of the period outlined above
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and

license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this Agreement.

- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.

Agreed to on behalf of Clackamas County Health Centers:

Signature

Name: _____

Title: _____

Date: _____

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: Eric C. Hunter

Title: Chief Executive Officer

Date: _____

Exhibit A

Clinic Start Up, Access Measures and Production Goals

I. Deliverables -

A. Phase 1 Clinic Preparation:

Capital Projects	Completion Date
Construction of three (3) operatories	<i>Due 1/1/2020</i>
Purchase of all related equipment	<i>Due 1/1/2020</i>

Staff Hires	Completion Date
0.8 FTE Dentist	<i>Due 1/1/2020</i>
1.6 FTE Dental Assistant (2 x 0.8 FTE)	<i>Due 1/1/2020</i>
1.0 Dental Navigator	<i>Due 1/1/2020</i>

B. Phase 2 Process and Program Development:

Implementation	Completion Status or Update Report
Outreach and Engagement Plan Developed by 6/30/2020	<i>Due 6/30/2020</i>
Documented, bi-directional referral process between onsite medical-dental clinics developed and implemented by 6/30/2020	<i>Due 6/30/2020</i>
BabyDay program established by 12/31/2020	<i>Due 6/30/2020</i>

II. Improvement Metrics - Phase 2

A. Report to CareOregon Encounter and Unique Patient Totals

Period	Metric	Target	Report Due Date
1/1/20-6/30/2020	Unique Users (unduplicated patients)	300	<i>Due 7/31/2020</i>
	Completed Visits	800	
1/1/20-12/31/2020	Unique Users (unduplicated patients)	600	<i>Due 1/31/2021</i>
	Completed Visits	1500	
1/1/21-6/30/2021	Unique Users (unduplicated patients)	400	<i>Due 7/31/2021</i>
	Completed Visits	1200	
1/1/21-12/31/2021	Unique Users (unduplicated patients)	800	<i>Due 1/31/2022</i>
	Completed Visits	2000	

B. Report to CareOregon Integration Metrics

Period	Metric	Target	Report Due Date
7/1/2020-12/31/2020	1, Percentage of children with eligible dental insurance who complete a well child visit also complete a dental visit within 6 months of their well child visit, if needed	50%	<i>1/31/2021</i>

	2. Percentage of children with eligible medical insurance who complete a dental visit and are overdue for a well child visit are scheduled for a well child visit, with a 20% completion rate		
1/1/2021-12/31/2021	1, Percentage of children with eligible dental insurance who complete a well child visit also complete a dental visit within 6 months of their well child visit, if needed 2. Percentage of children with eligible medical insurance who complete a dental visit and are overdue for a well child visit are scheduled for a well child visit, with a 20% completion rate	50%	1/31/2022

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Washington County,
for Public Health Modernization within the Communicable Disease Program.

Purpose/ Outcomes	These funds will be used to support the development of regional public health approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.
Dollar Amount and Fiscal Impact	Contract maximum value is \$23,750.
Funding Source	Washington County pass through funds from the Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on September 30, 2019
Previous Board Action	The Board of County Commissioners previously reviewed this agreement on January 18, 2018 agenda item 011818-A13
Strategic Plan Alignment	1. Efficient and effective Services 2. Build a strong infrastructure
Contact Person	Philip Mason-Joyner, Public Health Program Manager – (503) 742-5956
Contract No.	9444

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Washington County. CCPHD is partnering with Washington County to create an interdisciplinary regional Communicable Disease team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals. Such as, developing regional approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.

Page 2

Board of County Commissioners


Agreement # 9444

The Agreement has a maximum value is \$23,750. The Agreement is effective July 1, 2019 through September 30, 2019. This Agreement was reviewed by County Counsel on August 26, 2019.

Recommendation

Staff recommends the Board approval of this Agreement and authorization for Richard Swift to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Handwritten signature of Kelly Alcock in cursive script.

Richard Swift, Director
Health, Housing, and Human Services



INTERGOVERNMENTAL AGREEMENT

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

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

Now, therefore, the parties agree as follows:

- 1) The effective date is: 7/1/19,
The expiration date is: 9/30/19; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

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

Applicable Not applicable

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

Clackamas County

Jurisdiction

Authorized Signature

Date

Signatory Printed Name

Title

Address: 2051 Kaen Rd., Oregon City, OR 97045

WASHINGTON COUNTY

Authorized Signature

Date

Sia Lindstrom

Signatory Printed Name

Deputy County Administrator

Title

Address: 155 N First Ave., Hillsboro, OR 97124

Attachment A
Public Health Modernization
Statement of Work and Payment Terms July – September 2019

Background:

The Oregon Health Authority awarded 18 months of Public Health Modernization Funding to the tri-county area of Clackamas, Multnomah and Washington Counties (Tri-County PHM Partnership) to develop regional approaches for identifying, responding to and preventing the transmission of communicable diseases (CD) with an emphasis on reducing communicable disease-related health disparities. OHA has awarded additional funds for Public Health Modernization to the tri-county area to continue this work.

Program Element Deliverables:

Funds provided under this agreement for this Program Element may only be used in accordance with and subject to the requirements and limitations set forth in Program Element #51 to deliver Public Health Modernization: Regional Partnership Implementation. All parties to this IGA are jointly responsible to achieve the required program element deliverables which include:

OHA Approved Work Plan:

As required by OHA, the Tri-County PHM Partnership developed a work plan outlining their focus and desired objectives for the funding period. A copy of the complete, approved, workplan is attached. All parties to this IGA are jointly responsible to assist in completing the following objectives.

- By September 30, 2019, regional reportable disease data (from Orpheus) and associated Tableau reports will be directly accessible to all three counties and overarching data sharing and use principles and agreements will be codified for quad counties through MOU and contracts.
- By September 30, 2019, the Tri-County Public Health Modernization Partnership Communicable Disease Work Group will coordinate with the Quad County CD Work Group to review and identify gaps in regional CD emergency response plans.
- By September 30, 2019, each county will have assessed their progress with their specific infectious disease intervention and utilized data to determine the infectious disease risk/needs for their county.
- By September 30, 2019, the Tri-County Public Health Modernization Partnership will work with the Regional Public Health Leadership Group (RPHLG) to assess current regional CD priorities and identify areas of work.

General Requirements:

All parties of this agreement will ensure their counties' participation to:

- Submission of quarterly progress reports on progress towards work plan activities, deliverables and milestones using the timeline and format prescribed by OHA.
- Participate in quarterly calls with OHA.
- Participate in in-person and remote collaborative learning opportunities.
- Participate in evaluation in the manner prescribed by OHA.
- Share information about regional partnership strategies for communicable disease control and reducing health disparities.

General Budget and Expense Reporting:

Washington County agrees to pay Clackamas County, a maximum of \$23,750 between July 1, 2019 and September 30, 2019. All contract payments are subject to availability of funds from OHA.

Funding Source: State General Funds State IGA 154132 Account: 100.703010.7030072
--

Contractor must submit an invoice to request reimbursement for true and verifiable expenses on a monthly or at minimum quarterly basis no later than the 15th of the month following the end of each fiscal year quarter. Supporting documentation from accounting software should be submitted along with any invoice and should tie to the amount being requesting to be paid.

A cover document on contractor letterhead should also be included with invoices and include the following: 1) attestation statement that the invoice is a true and accurate account of efforts (hours) and expenses 2) printed name of individual certifying the invoice 3) signature of individual certifying the invoice.

Invoices should be e-mailed or mailed to:
Amy Manchester Harris
Washington County
Health and Human Services, Public Health Division
155 North First Avenue, MS4
Hillsboro, OR 97124
Amy_Manchester_Harris@co.washington.or.us
503-846-3640

Work Plan:

Objective:	By September 30, 2019, regional reportable disease data (from Orpheus) and associated Tableau reports will be directly accessible to all three counties and overarching data sharing and use principles and agreements will be codified for quad counties through MOU and contracts.		
Target region:	Portland Metro Area		
Target population:	N/A; Internal governmental procedures		
Activity	Timeline (start-end date)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Finalize quad county public health MOU and data sharing/use agreement	Complete by July 2019	Dr. Frank Franklin, MCHD Community Epidemiology Services Director with lead epidemiologists from Clackamas, Clark and Washington Counties; RPHLG	Executed MOU
2. Finalize IGAs, including resource allocation, for regional sharing of MCHD DataMart of Orpheus data and associated Tableau workbooks, based on one of three proposed methods that will be chosen by 7/15/2019	Complete by August 2019	Taylor Pinsent, MCHD Sr. Epidemiologist; Washington and Clackamas County epidemiologists /informaticists; MCHD IT	Executed IGAs
3. Continue to build out and test MCHD Orpheus DataMart and build out associated Tableau reports	September 2019	Rwayda Hassan, Taylor Pinsent	Tableau reports for tri-county prioritized diseases complete (based on prioritization process occurring through June 2019)

4. Implement and test regional access to server and to Tableau reports	September 2019	Taylor Pinsent and Rwayda Hassan with IT and Epi leads from all three counties	Tableau reports or report shells functional for counties using Tableau, all counties directly access full tri-county Orpheus data through DataMart
Objective:	By September 30, 2019, the Tri-County Public Health Modernization Partnership Communicable Disease Work Group will coordinate with the Quad County CD Work Group to review and identify gaps in regional CD emergency response plans.		
Target region:	Portland Metro Area		
Target population:	N/A; Internal governmental procedures		
Activity	Timeline (start-end date)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Staff from PHM CD Work Group will attend the quarterly Quad County CD meeting	June 2019	CD Managers from all three counties	Identify gaps in existing regional CD emergency response plans
2. CD Managers will bring identified gaps back to the PHM CD Work Group	July 2019	CD Managers, PHM CD Work Group	PHM CD Work Group will determine what gaps align with current areas of work
3. PHM CD Work Group will coordinate with the Quad County CD group to develop timeline for creating identified emergency response plan(s)	8/1/2019 – 9/30/2019	PHM CD Work Group, Quad County CD Group	PHM CD Work Group and Quad County CD group have identified what needs to be accomplished to develop identified emergency response plan(s)

Objective:	By September 30, 2019, each county will have assessed their progress with their specific infectious disease intervention and utilized data to determine the infectious disease risk/needs for their county.		
Target region:	County specific		
Target population:	WCPH: LTBI in Latinx population, CCPH: Hepatitis A in high risk populations, MCPH: Hepatitis C in high risk populations		
Activity	Timeline (start-end date)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Using data, each county will determine the CD needs/priorities for their jurisdiction	7/1/2019 – 9/30/2019	WCPH CCPH MCPH	Each jurisdiction will have identified the CD needs/priorities for their county and identified areas of work
2. Review results of LTBI assessments and determine how LTBI aligns with the community's priorities	7/1/2019 – 9/30/2019	WCPH	WCPH will have determined what work, if any, needs to be done to continue moving forward with their LTBI intervention
3. Finalize comprehensive Hepatitis A response plan and review development process	7/1/2019 – 9/30/2019	CCPH	CCPH will have a comprehensive Hepatitis A emergency response plan
4. Conduct follow up engagement, and formalize agreements, with community partners in the Canby and N. Clackamas Health Equity Zones to support implementation of the developed Hep. A response plan	7/1/2019 – 9/30/2019	CCPH	Formal agreements will be in place with identified partners who will play an active role in the event of a Hepatitis A outbreak

<p>5. Review summary report of safety net clinic LTBI and HCV practices and capacity needs and identify LTBI TA plan</p>	<p>Review by 7/15/2019 and complete plan by 9/30/2019</p>	<p>MCPH</p>	<p>Community clinic LTBI TA plan (with community clinic sign-off) to be implemented 1/1/2020 – 6/30/2020.</p> <p>Identify HCV training and other resources for/with community clinics</p>
<p>6. Incorporate HCV-related identified best practices and capacity gaps into syndemic planning</p>	<p>Ongoing</p>	<p>MCPH</p>	<p>See Below</p>
<p>7. Continue work from 5/15/2019 – 6/30/2019 to prioritize and coordinate action plan for the following disease in three overlapping populations (houselessness, injection drug using, men who have sex with men) including key community partners: syphilis, shigella, Hepatitis A, HIV, HCV</p>	<p>Complete by September 2019</p>	<p>MCPH</p>	<p>Strategic plan for epi, prevention, outbreak identification and response</p>

Objective:	By September 30, 2019, the Tri-County Public Health Modernization Partnership will work with the Regional Public Health Leadership Group (RPHLG) to assess current regional CD priorities and identify areas of work.		
Target region:	Tri-County		
Target population:	TBD		
Activity	Timeline (start-end date)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. CD managers will update RPHLG on progress of PHM and discuss regional CD priorities	June/July 2019	CD Managers	RPHLG and CD managers have identified possible areas of work based off regional CD priorities
2. CD managers will work with PHM CD Work Group to develop work plan based off areas of work identified by RPHLG	July/August 2019	CD Managers, PHM CD Work Group	PHM CD Work Group will develop a work plan for the remainder of the 2019-2021 biennium
3. CD managers will present proposed work plan to RPHLG for final approval	August/September 2019	CD Managers, RPHLG	RPHLG approves work plan

Attachment B, IGA between Washington County and the Oregon Health Authority, is incorporated into and made a part of this contract.

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Accept the Award for Strategic Prevention Framework – Partnerships for Success through the Office of Substance Abuse and Mental Health Services (SAMHSA)

Purpose/Outcome	A five year grant 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. Focus is on youth aged 9-20 in the rural areas of Estacada and Sandy.
Dollar Amount and Fiscal Impact	\$1,500,000 (\$300,000 per year through 2024) Catalogue of Federal Domestic Assistance (CFDA) #93-243 No County General Funds are involved and no match is required.
Funding Source	Substance Abuse & Mental Health Services Administration
Duration	September 30, 2019 through September 29, 2024
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: September 9, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9461

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Grant Award from the Substance Abuse & Mental Health Services Administration (SAMHSA). Strategic Prevention Framework (SPF) – Partnerships for Success (PFS) funding focuses on community-driven efforts to advance substance abuse prevention in rural areas of Clackamas County.

This Revenue Agreement is effective upon signature by all parties for services starting on September 30, 2019 and terminating on September 29, 2024. This Revenue Agreement has a maximum value of \$1,500,000 and no county funds are involved.

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,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



Notice of Award

SPF - Partnerships for Success
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Issue Date: 08/27/2019

Center for Substance Abuse Prevention

Grant Number: 1H79SP081245-01
FAIN: H79SP081245
Program Director: Korene Mather

Project Title: Clackamas County SPF-PFS to address youth alcohol and marijuana use in the rural areas of Estacada and Sandy, Oregon.

Organization Name: COUNTY OF CLACKAMAS

Business Official: Richard Swift

Business Official e-mail address: rswift@clackamas.us

Budget Period: 09/30/2019 – 09/29/2020
Project Period: 09/30/2019 – 09/29/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$300,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF CLACKAMAS in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79SP081245-01

Award Calculation (U.S. Dollars)

Personnel(non-research)	\$93,174
Fringe Benefits	\$60,881
Travel	\$2,410
Contractual	\$125,000
Other	\$3,130
Direct Cost	\$284,595
Indirect Cost	\$15,405
Approved Budget	\$300,000
Federal Share	\$300,000
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$300,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$300,000
2	\$300,000
3	\$300,000
4	\$300,000
5	\$300,000

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1936002286A8
 Document Number: 19SP81245A
 Fiscal Year: 2019

IC CAN Amount
 SP C96V015 \$300,000

IC	CAN	2019	2020	2021	2022	2023
SP	C96V015	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

SP Administrative Data:

PCC: PFS-19 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP081245-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General,

Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79SP081245-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SP Special Terms and Conditions – 1H79SP081245-01

REMARKS

New Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity *SP-19-004 Strategic Prevention Framework - Partnerships for Success (SPF-PFS)* has been selected for funding.

This award reflects conditional approval of the budget submitted on March 28, 2019 as part of the application by your organization.

2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

3. All responses to award terms and conditions and prior approval requests must be

submitted in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading “4 Additional Materials – grantee” in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf

4. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

5. Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

Rodney Cook, Project Director @ 10% level of effort

Anna Menon, Lead Epidemiologist @ 10% level of effort

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

SPECIAL TERMS

Disparity Impact Statement (DIS)

By **November 30, 2019**, submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant

implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

- a. Diverse cultural health beliefs and practices;
- b. Preferred languages; and
- c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading “**4 Additional Materials – grantee**” in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf

SPARS

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered and reported quarterly using SAMHSA's Performance Accountability and Reporting System (SPARS).

SPF-PFS recipients will be expected to:

- (1) complete SPARS Annual Goals and Budget training no later than November 30, 2019;
- (2) enter Annual Goals and Budget information into SPARS no later than December 30, 2019; and
- (3) enter performance data into SPARS no later than January 30, 2020 (for the time period covering October 1 - December 30, 2019).

Lobbying Restriction Reminder

Your application disclosed lobbying activities associated with your organization. Recipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation. As a general matter, these lobbying restrictions preclude recipients from:

- o Spending federal funds to influence an officer or employee of any agency or Congressional member/staff regarding federal awards;

-
- o Failing to submit required certification and disclosure forms (i.e., SF-LLL);
 - o Using grants funds provided to non-profit organizations or institutions of higher education to influence an election, contribute to a partisan organization, or influence enactment or modification of any pending federal or state legislation; or
 - o Expending federal funds to influence federal, state, or local officials or legislation

Please reference the standard award term on lobbying for your award at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

SPECIAL CONDITIONS

Revised Detailed Budget with Narrative Justification & SF424

By **October 30, 2019**, submit via eRA Commons.

Review and address the following issues identified with your application budget and submit a revised detailed budget with narrative justification, SF424, and SF-424A via the "View Terms Tracking Details" page in eRA Commons:

SF424:

Section 18 - Total amount is only \$15,000. Please review and revise the SF424.

SF424A:

Exceeded estimated award amount allowed (\$300,000) - Line **h. Other** under *Section B - Budget Categories / Object Class Categories* - \$18,550 is not budgeted in the Budget Narrative section of the application. Please review and revise the SF424A.

PERSONNEL:

Lead Epidemiologist – Per SAMHSA's calculation, 10% of \$70,950 does not equal to \$7,950. Please review and revise your Personnel calculations accordingly.

FRINGE BENEFITS:

Epidemiologist – "*Total Salary Charged to Award*" column amount of \$7,950 is not 10% of Annual Salary/Rate of \$70,950. Please review and revise your Fringe Benefits calculations accordingly.

TRAVEL:

"SAMHSA endorsed Prevention Conference – Portland, OR to Washington, DC" –Per FOA, Grantee meetings for this program will be held virtually. Full participation in the virtual meeting is required. If SAMHSA elects to hold an in-person meeting during the performance period of the grant, budget revisions will be permitted. *Note:* In the event SAMHSA elects to hold an in-person meeting during the performance period of the grant, ensure the Airfare cost is not excessive and appear arbitrary. Review rates to ensure that they are reasonable. When reviewing your estimates, you may refer to available GSA.gov rates for airfare and lodging for guidance.

Funds in the amount of \$3,130 has been moved to "Other" cost budget category.

CONTRACTUAL:

1) *Estacada Prevention Specialist* – Provide percentages for Fringe Benefits and Indirect Costs and show how the amount of \$7,800 and \$3,780 were calculated respectively.

2) *Sandy Prevention Specialist* - Provide percentages for Fringe Benefits and Indirect Costs and show how the amount of \$7,800 and \$3,780 were calculated respectively.

- o Budget Narrative for line 2 "Sandy Prevention Specialist" is exactly the same as line 1 "Estacada Prevention Specialist". Provide a budget narrative tailored to this specific position.

3) *Wyoming Survey & Analysis Center* – Review and revise calculation error \$90 per hour times 433 hours equals \$38,970 instead of \$39,000.

INDIRECT COST:

Please submit a copy of your organization's approved Indirect Cost (IDC) rate agreement with HHS or any other federal agency as it is required to support the charge of indirect costs to this grant. If your organization applied for an IDC rate agreement that has yet to be negotiated or approved, please submit supporting documentation.

Per Funding Opportunity Announcement (FOA), Section J. - Indirect Cost Rate:

(If) The applicant has never received a negotiated indirect cost rate and elects to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which can be used indefinitely for all awards until an indirect cost rate is approved.

If the de minimis rate is proposed the applicant must clearly state in their justification that they have never received a negotiated IDC rate and are electing to charge a de minimis rate of 10% of modified total direct costs (MTDC).

The MTDC indirect cost rate may be applied to:

- o All direct salaries and wages charged to the award;
- o Applicable fringe benefits;
- o Materials and supplies;
- o Services;
- o Travel; and
- o Sub-contracts (first \$25,000 of each sub-contract)

The MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition reimbursement, scholarships and fellowships, participant.

FUNDING LIMITATIONS, DATA COLLECTION & PERFORMANCE MEASUREMENT AND INFRASTRUCTURE DEVELOPMENT:

Your budget must reflect the funding limitations/restrictions specified in Section IV-3 of your Funding Opportunity Announcement (FOA). Include a narrative and separate budget for each year of the grant that shows the percent of the total grant award that will be used in the area where there is a limitation. Sample presentations are included on pages 71 and 72 of your FOA to guide you in meeting this requirement.

Please re-allocate any differences due to the above adjustments to categories elsewhere in your revised budget for reasonable, allowable, and necessary costs/activities for a grand total that is equal to but does not exceed the award amount of \$300,000.

All responses to award terms and conditions must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granter.pdf

Resume/Biographical sketch

By October 30, 2019 submit to the Program Official and Grants Management Specialist via eRA Commons:

Submit the position descriptions and resume/biographical sketches for the key personnel required on this grant, the Lead Epidemiologist.

All responses to award terms and conditions must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granter.pdf

STANDARD TERMS AND CONDITIONS

Annual Federal Financial Report (SF-425)

By **December 30, 2020**, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

Annual Programmatic Progress Report

By December 30, 2020, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granter.pdf

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION

OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

William I Reyes, Program Official

Phone: 240-276-1406 **Email:** William.Reyes@samhsa.hhs.gov

Rene Gorospe, Grants Specialist

Phone: (240) 276-0583 **Email:** Rene.Gorospe@samhsa.hhs.gov