

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement
with the City of Gladstone
for the E. Clarendon Street Improvements Project

Purpose/Outcomes	Amendment #1 would add \$100,000 to the Intergovernmental Agreement for the construction of street, sidewalk, waterline and storm drain improvements along E. Clarendon Street in Gladstone.
Dollar Amount and Fiscal Impact	\$345,000 of Community Development Block Grant funds.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective September 2018 through December 2019
Previous Board Action	Intergovernmental Agreement approved by the BCC on September 27, 2018 agenda item 092718 - A1. The construction contract for the project was approved on May 9, 2019.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel	The Agreement was approved by County Counsel on September 17, 2018.
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 9047

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement Amendment #1 with the City of Gladstone for the E. Clarendon Street Improvements Project. The construction bids submitted were well over the estimated project cost which prompted the City to request additional Community Development Block Grant (CDBG) funds. The Amendment would add \$100,000 of CDBG funds to the current amount of \$245,000 for a new total of \$345,000. The total construction contract is \$958,671. The City will match the grant with \$613,671 of city funds to complete this street improvement project.

RECOMMENDATION:

We recommend the approval of this Amendment and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Director

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN

CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION

AND

THE CITY OF GLADSTONE

H3S Contract #:9047

Board Order #: 082718 – A1

Amendment Requested by: The City of Gladstone

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The City was awarded \$245,000 of FY 2018 CDBG funding for the E. Clarendon Street Improvements Project. The City is requesting additional CDBG funds because the construction bids were much higher than the project estimate. All of engineering costs are being paid for by the city.

Additional CDBG funding will allow for the project to proceed. The City has assembled funds to pay for 64% of the construction cost of project. The increased level of CDBG funds will cover 36% of the total cost of the construction required to complete the project. \$100,000 of additional CDBG funds became available in FY 2018 to increase the total amount of CDBG funds to \$345,000. (\$245,000 + \$100,000 = \$345,000).

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial Responsibilities

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$245,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
 - 1. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
 - 2. All costs which exceed available CDBG funds budgeted (**\$245,000**) for the PROJECT.

TO READ

III. Budget & Financial Responsibilities

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$345,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
 - 3. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
 - 4. All costs which exceed available CDBG funds budgeted (**\$345,000**) for the PROJECT.

CITY OF GLADSTONE

525 Portland Avenue
Gladstone, Oregon 97027



Tammy Stempel, Mayor
City of Gladstone

6/11/2019
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services
Department

Date

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154378-2 Revised 2, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clackamas County HSS - Children, Family + Community Connections by email.
Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Community Living Above for youth marijuana and substance abuse prevention efforts in West Linn/Wilsonville.

Purpose/Outcome	Provide youth marijuana and substance abuse prevention in West Linn/Wilsonville to middle and high school students.
Dollar Amount and Fiscal Impact	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	December 1, 2018 through June 30, 2020
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: 6/11/19
Contact Person	Korene Mather 503-650-5683
Contract No.	CFCC -9095

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Community Living Above for youth marijuana and substance abuse prevention programs for middle and high school youth in West Linn/Wilsonville. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

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,


Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9095	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Community Living Above	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates 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:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

TO READ:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.

REPLACE:

Exhibit B: Community Living Above– YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Community Living Above				
Program Name: Youth Substance Abuse Prevention			Contract number: 9095	
Program Contact: Pam Pearce				
Agreement Term: 12/1/2018 -6/30/2020				
Approved Award Budget Categories	Approved Budget 12/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Total Budget	Approved Match Amount
Personnel Services				No match is required on this award
50 FTE	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00	
Fringe (payroll taxes, workers comp)		\$ 2,000.00	\$ 2,000.00	
Total Personnel Services	\$ 8,000.00	\$ 10,000.00	\$ 18,000.00	
Administration				
Payroll	\$ 1,055.00	\$ 500.00	\$ 1,555.00	
Program Supplies				
Meeting Food/Refreshments	\$ 4,145.00	\$ 1,500.00	\$ 5,645.00	
Promotional SWAG	\$ 3,750.00	\$ 300.00	\$ 4,050.00	
Promotional events, Educational Materials	\$ 3,500.00	\$ 800.00	\$ 4,300.00	
Campaign "Parents Who Host Lose the Most"		\$ 700.00	\$ 700.00	
Resource Directory (materials etc)	\$ 1,200.00	\$ 200.00	\$ 1,400.00	
Training/Conference	\$ 850.00	\$ 250.00	\$ 1,100.00	
Additional (please specify)	\$ 7,500.00	\$ 3,750.00	\$ 11,250.00	
Peer Support Advisor/Contractor Services		\$ 9,000.00	\$ 9,000.00	
Prevention Partnership with WLWV School District		\$ 3,000.00	\$ 3,000.00	
Total Programmatic Costs	\$ 22,000.00	\$ 20,000.00	\$ 42,000.00	
Total Approved Budget	\$30,000.00	\$30,000.00	\$60,000.00	

ADD:

Community Living Above– Youth Substance Abuse Prevention Reimbursement Request July '19-June '20

Exhibit C-1 REQUEST FOR DISBURSEMENT				
Requests for payment and projected costs are due 15 days before the end of the quarter, and should include:				
• Request with an authorized signature				
• Narrative explaining projected costs and activities that will occur				
Organization: Community Living Above (CLA) Address: 2600 Lexington Terrace West Linn, OR 97068			Contract #: 9095 Payment request is for:	
Contact Person: Pam Pearce Phone Number: 503-719-2057 E-mail: communitylivingabove@gmail.com				
Budget Category	Budget	Projected Costs July '19-Sept '18	Received To Date	Balance
Personnel				
50 FTE	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Fringe (payroll taxes/workers comp)	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Total Personnel	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Administration				
Payroll	\$ 500.00		\$ -	\$ 500.00
Program Supplies				
Meeting Food/Refreshments	\$ 1,500.00		\$ -	\$ 1,500.00
Promotional SWAG	\$ 300.00		\$ -	\$ 300.00
Educational Materials	\$ 800.00		\$ -	\$ 800.00
Campaign "Parents Who Host Lost the Most"	\$ 700.00		\$ -	\$ 700.00
Resource Directory	\$ 200.00			
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 250.00			
Training/Conference	\$ 3,750.00		\$ -	\$ 3,750.00
Additional (please specify)				
Peer Support Advisor/Contractor Services	\$ 9,000.00			
Prevention Partnership with WLWV School Dist	\$ 3,000.00		\$ -	\$ 3,000.00
Total Program	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

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

AGENCY

Community Living Above
2600 Lexington Avenue
West Linn, OR 97068

By: 

Pam Pearce, Executive Director

Date: 6/11/19

CLACKAMAS COUNTY

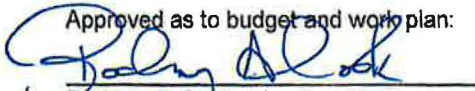
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:



Rodney A. Cook, Director
Children, Family & Community Connections Division

Date: 6/12/19

ADD:

Exhibit A-2: Community Living Above– Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

Provider: Community Living Above
Activity: Youth Substance Abuse Prevention
Contract Period: July 1, 2019-June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct- Dec	Jan- Feb	Mar- Apr	May- June
<u>Community Assessment: A & D Assessment:</u> Achieve a clear understanding of the local conditions related to youth substance abuse. Compare local student survey data with County and State data. Conduct at least 3 student focus groups. Interview a minimum of 6 local stakeholders; law enforcement, schools, parent's etcetera.	Community Assessment (Report) completed by April 30, 2019.	# focus groups conducted				
	Report # of focus groups, # interviews, date assessment complete	# interviews conducted				
		Assessment complete				
<u>Student A & D Prevention Education</u> Complete at least 3 educational prevention events reaching at least 300 students such as; Spring Mentor Days, TMEC, National Facts Week. Demonstrate number of youth reached and an increased knowledge about substance use disorder. Implement Sources of Strength Program in partnership with the West Linn Wilsonville School District.	85% of student participants will report increased knowledge as measured by post evaluation surveys	# events				
	10% of the entire middle school and high school populations aware of the Sources of Strength Program	# youth participants				
		# survey responses				
<u>Community Education:</u> Disseminate a Parent Resource Guide via the CLA website specific to A & D resources To be developed by June 30, 2020 and share with parent or community groups.		# reporting increased knowledge				
		Date resource guide complete				
		# resource guides distributed				
<u>Coalition Development:</u> CLA Board of Directors Recruit and develop board to represent the Drug Free Communities 12 Coalition Sectors: Youth, Parents, Businesses, Media, Schools, Organization Serving Youth, Law Enforcement, Religious or Fraternal organization, Civic/Volunteer Groups, Healthcare Professional, State Local or Tribal Government Agency, and other organization. Establish regular meeting schedule. Attend 2020 CADCA Conference, Coalition development track	Board Roster	# sectors represented on Board				
	Meeting Minutes	# Board meetings				
	# CADCA Attendees	# CADCA attendees				
<u>Student Engagement</u> Host a minimum of 6 High School lunches for the CLA Teen Advisory Board and peer led mentor days with middles schools. Demonstrate attendance through a sign in sheet.	90% of TAB students will report increased A & D knowledge	# TAB lunch events				
		# of students attending				
		# students reporting increased knowledge				
<u>Parent Education:</u> Implement "Parents Who Host Lose the Most Campaign" Obtain a minimum of 200 Parent Pledges to encourage youth to be substance free. Present at a minimum of 12 parent groups.	85% of parent participants will report increased knowledge and skills for talking to youth about A&D issues as measured by parents survey	# parent groups				
		# of parents pledging				
		# parents reporting increased knowledge and skills				

[Signature page follows]

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Northwest Family Services for PreventNet Community Schools – Urban, Milwaukie, Gladstone and Oregon City

Purpose/Outcome	PreventNet Community Schools provide prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high-school students.
Dollar Amount and Fiscal Impact	Amendment adds \$69,750 (\$11,625 per school site) and \$30,000 for prevention and engagement activities. No County Staff are funded through this Agreement.
Funding Source	Clackamas County Behavioral Health unrestricted funds and Oregon Health Authority AD70 funds (CFDA 93-959).
Duration	July 1, 2017-December 31, 2019
Previous Board Action/Review	091417-A10
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: 6/14/19
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC -8451

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Northwest Family Services for PreventNet Community School sites in the communities of Milwaukie, Gladstone, Oregon City and Urban Clackamas County. Services to be provided under this Agreement include prevention and school activities targeting middle and high school students.

This amendment is funded with Behavioral Health unrestricted funds. This Amendment becomes effective upon signature and extends the Agreement through December 31, 2019 and adds \$99,750 for a maximum value of \$657,750. It has been reviewed and approved by County Counsel.

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,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

Subrecipient Amendment (FY 17-19)
Health, Housing & Human Services Department
Children, Family and Community Connections

<u>Subrecipient Agreement Number: 18-020</u>	<u>Board Order Number: 090417-A10</u>
<u>Department/Division: H3S/CFCC</u>	<u>Amendment No. 1</u>
<u>Subrecipient: Northwest Family Services</u>	<u>Amendment Requested By: Rodney Cook</u>
Changes: <input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Term	<input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds funding for prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high school students at the six PreventNet sites in Oregon City, Gladstone, Milwaukie, and Urban areas of Clackamas County.

It extends the Agreement term through December 31, 2019, adds \$69,750 (\$11,625 per school site) in Behavioral Health unrestricted funds with prevention and engagement activities and services during the summer and fall months, and \$30,000 in federal funds for drug and alcohol prevention.

Compensation is increased by \$99,750 to a revised maximum value of \$657,750. This Amendment is effective upon signature by all parties 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.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and no later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and no later than **December 31, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this agreement.

Northwest Family Services
 Subrecipient Agreement 18-020 A-1

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to the COUNTY by Oregon Department of Education Youth Development Division. The maximum, not to exceed, grant amount that the COUNTY will pay is as follows:
 For Fiscal Year 7/1/17-6/30/18: \$279,000
 For Fiscal Year 7/1/18-6/30/19: \$279,000

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to COUNTY by Oregon Department of Education Youth Development Division, ***the Substance Abuse Mental Health Services Administration Block Grant (CFDA 93.959) issued to COUNTY by the Oregon Health Authority Public Health Division, and Clackamas County Behavioral Health unrestricted funds.*** The maximum, not to exceed, grant amount that COUNTY will pay is as follows:
 For Fiscal Year 7/1/17-6/30/18: \$279,000
 For Fiscal Year 7/1/18-6/30/19: ***\$309,000 (\$279,000 in CFDA 93.667 funds & \$30,000 in CFDA 93.959 funds)***
For July 1, 2019 – December 31, 2019: \$69,750 (Clackamas County Behavioral Health General Funds)

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

ADD TO:

17/19 NWFS Work Plan Quarterly Report

Provider: Northwest Family Services
 Activity: PreventNet Drug/Alcohol Prevention Programming
 Contact: Brian McCrady
 Agreement Period: July 1, 2018 – June 30, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		June
<i>By June 30, 2019, provide drug/alcohol prevention-focused prosocial and teambuilding activities to a minimum of 30</i>	<i>85% of teambuilding and prosocial activity participants will report increased resistance to drug/alcohol use.</i>	# activities conducted	
	<i>Measured by post activity evaluations. Copies of evaluations will sent to CFCC</i>	# participants	

Northwest Family Services
 Subrecipient Agreement 18-020 A-1

youth at 6 PreventNet sites (total 180 youth).		# evaluations collected	
		# reporting increased resistance to drug/alcohol use	
By June 30, organize a drug/alcohol prevention event for a minimum of 15 youth at 6 PreventNet sites (total 90 youth)	85% of event participants will report increased resistance to drug/alcohol use Measured by event evaluations – copies will be sent to CFCC	# participants	
		# evaluations collected	
		# reporting increased resistance	

Comments and Narrative

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

July:

August:

September:

Summer/Fall Work Plan Quarterly Report
 Clackamas County – Children, Family & Community Connections

Provider: Northwest Family Services
 Activity: PreventNet Summer/Fall Programming
 Program Period: July 1, 2019 – December 31, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July	August	Sept	Total
By December 31, 2019, select a minimum of 18 at-risk youth (3 per site) for evidence-based small trauma groups; get permissions, start and facilitate groups weekly through length of curriculum.	85% of trauma group participants will demonstrate positive change in pro-social skills, reduced drug and alcohol use, and increased perception of harm. Measured by curricula pre/post evaluations. Copies of pre/post evaluations will be sent to CFCC	# served				
		# weekly sessions conducted				
		# attending 3 out of 4 weekly sessions				
		# successful				
By December 31, 2019, provide case coordination for a minimum of 30 at-risk core youth (5 per site) for case coordination amongst students	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goals.	# served				

Northwest Family Services
Subrecipient Agreement 18-020 A-1

engaging in summer programming; have regular 1-on-1 check ins.	<i>Measureable progress towards goals will be clearly documented in the individual case plan files.</i>	# meeting progress goals				
By December 31, 2019, provide positive youth development and enrichment activities for a minimum of 180 youth (30 per site) at PreventNet sites	95% of students will report increased engagement and/or safety	# served				
	<i>Measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.</i>	# reporting increased engagement/safety				

Comments and Narrative

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

July:

August:

September:

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REPLACE:

Exhibit B, 2017-2019 Northwest Family Services PreventNet Site budgets for Gladstone, Milwaukie, Oregon City, and Urban.

EXHIBIT B: SUBRECIPIENT BUDGET GLADSTONE				
Organization: Northwest Family Services				
Funded Program Name: PreventNet Gladstone (Kraxberger)				
Program Contact: Rose Fuller rfuller@nwfs.org				
Agreement Term: July 1, 2017 - December 31, 2019				
Approved Award Budget Categories	CFDA 93.667 Approved Award Amount 17/18	CFDAs 93.667 & 93.959 Approved Award Amount 18/19	County General Fund Approved Award Amount July 1, 2019 - Dec 31, 2019	Total Approved Amount
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 19,750.00	\$ 19,750.00	\$ 4,937.50	\$ 44,437.50
Fringe @ .23	\$ 4,542.50	\$ 4,542.50	\$ 1,135.63	\$ 10,220.63
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 8,112.00	\$ 8,112.00	\$ 2,028.00	\$ 18,252.00
Fringe @ .18	\$ 1,866.00	\$ 1,866.00	\$ 365.00	\$ 4,097.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 5,600.00	\$ 5,600.00	\$ 1,400.00	\$ 12,600.00
Fringe @ .23	\$ 1,288.00	\$ 1,288.00	\$ 322.00	\$ 2,898.00
Total Personnel Services	\$ 41,158.50	\$ 41,158.50	\$ 10,188.13	\$ 92,505.13
Administration				
Supplies				
Materials/ Supplies	\$ 391.50	\$ 5,391.50	\$ 75.00	\$ 5,858.00
Computer				
Insurance				
Insurance required for program				
Travel				
Mileage	\$ 550.00	\$ 550.00	\$ 100.00	\$ 1,200.00
Training/conferences	\$ 400.00	\$ 400.00	\$ -	\$ 800.00
Additional (please specify)				
Total Programmatic Costs	\$ 1,341.50	\$ 6,341.50	\$ 175.00	\$ 7,858.00
Indirect Rate @ 8% of total YDD award	\$ 4,000.00	\$ 4,000.00	\$ 1,261.87	\$ 9,261.87
Total Grant Costs	\$ 46,500.00	\$ 51,500.00	\$ 11,625.00	\$ 109,625.00

Northwest Family Services
Subrecipient Agreement 18-020 A-1

EXHIBIT B: SUBRECIPIENT BUDGET				
URBAN				
Organization: Northwest Family Services				
Funded Program Name: PreventNet Urban (New Urban/Milwaukee HS)				
Program Contact: Rose Fuller rfuller@nwfs.org				
Agreement Term: July 1, 2017 - December 31, 2019				
	CFDA 93.667	CFDAs 93.667 & 93.859	County/General Fund	
Approved Award/Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award Amount July1-Dec31, 2019	Total Approved Amount
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @ .50 FTE	\$ 39,500.00	\$ 39,500.00	\$ 9,875.00	\$ 88,875.00
Fringe @ .23	\$ 9,085.00	\$ 9,085.00	\$ 2,271.26	\$ 20,441.26
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 16,244.00	\$ 16,244.00	\$ 4,056.00	\$ 36,544.00
Fringe @ .18	\$ 3,736.00	\$ 3,736.00	\$ 730.00	\$ 8,202.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 11,200.00	\$ 11,200.00	\$ 2,800.00	\$ 25,200.00
Fringe @ .23	\$ 2,576.00	\$ 2,576.00	\$ 644.00	\$ 5,796.00
Total Personnel Services	\$ 82,341.00	\$ 82,341.00	\$ 20,376.26	\$ 185,058.26
Administration				
Supplies				
Materials/ Supplies	\$ 759.00	\$ 10,759.00	\$ 150.00	\$ 11,668.00
Computer				
Insurance				
Insurance required for program				
Travel				
Mileage	\$ 1,100.00	\$ 1,100.00	\$ 200.00	\$ 2,400.00
Training/conferences	\$ 800.00	\$ 800.00		\$ 1,600.00
Additional (please specify)				
Total Programmatic Costs	\$ 2,659.00	\$ 12,659.00	\$ 350.00	\$ 15,668.00
Indirect Rate @ 8% of total YDD award	\$ 8,000.00	\$ 8,000.00	\$ 2,523.74	\$ 18,523.74
Total Grant Costs	\$ 93,000.00	\$ 103,000.00	\$ 23,250.00	\$ 219,250.00

Northwest Family Services
 Subrecipient Agreement 18-020 A-1

**EXHIBIT B: SUBRECIPIENT BUDGET
 MILWAUKIE**

Organization: Northwest Family Services
Funded Program Name: PreventNet Milwaukie (Rowe/Alder Creek)
Program Contact: Rose Fuller rf Fuller@nwfs.org
Agreement Term: July 1, 2017 - December 31, 2019

	CFDA 93.667	CFDA's 93.667 & 93.959	County General Fund	
Approved Award Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award Amount July 1- Dec 31, 2019	Total Approved Amount
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 39,500.00	\$ 39,500.00	\$ 9,875.00	\$ 88,875.00
Fringe @ .23	\$ 9,085.00	\$ 9,085.00	\$ 2,271.26	\$ 20,441.26
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 16,244.00	\$ 16,244.00	\$ 4,056.00	\$ 36,544.00
Fringe @ .18	\$ 3,736.00	\$ 3,736.00	\$ 730.00	\$ 8,202.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 11,200.00	\$ 11,200.00	\$ 2,800.00	\$ 25,200.00
Fringe @ .23	\$ 2,576.00	\$ 2,576.00	\$ 644.00	\$ 5,796.00
Total Personnel Services	\$ 82,341.00	\$ 82,341.00	\$ 20,376.26	\$ 185,058.26
Administration				
Supplies				
Materials/ Supplies	\$ 759.00	\$ 10,759.00	\$ 150.00	\$ 11,668.00
Computer				
Insurance				
Insurance required for program				
Travel				
Mileage	\$ 1,100.00	\$ 1,100.00	\$ 200.00	\$ 2,400.00
Training/conferences	\$ 800.00	\$ 800.00		\$ 1,600.00
Additional (please specify)				
Total Programmatic Costs	\$ 2,659.00	\$ 12,659.00	\$ 350.00	\$ 15,668.00
Indirect Rate @ 8% of total YDD award	\$ 8,000.00	\$ 8,000.00	\$ 2,523.74	\$ 18,523.74
Total Grant Costs	\$ 93,000.00	\$ 103,000.00	\$ 23,250.00	\$ 219,250.00

Northwest Family Services
Subrecipient Agreement 18-020 A-1

EXHIBIT B: SUBRECIPIENT BUDGET				
Oregon City				
Organization: Northwest Family Services				
Funded Program Name: PreventNet Oregon City				
Program Contact: Rose Fuller rfuller@nwfs.org				
Agreement Term: July 1, 2017 - December 31, 2019				
	CFDA 93.667	CFDAs 93.667 & 93.659	County General Fund	
Approved/Award Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award July 1-Dec 31, 2019	Total Approved Amount
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 19,750.00	\$ 19,750.00	\$ 4,937.50	\$ 44,437.50
Fringe @ .23	\$ 4,542.50	\$ 4,542.50	\$ 1,135.63	\$ 10,220.63
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 8,112.00	\$ 8,112.00	\$ 2,028.00	\$ 18,252.00
Fringe @ .18	\$ 1,866.00	\$ 1,866.00	\$ 365.00	\$ 4,097.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 5,600.00	\$ 5,600.00	\$ 1,400.00	\$ 12,600.00
Fringe @ .23	\$ 1,288.00	\$ 1,288.00	\$ 322.00	\$ 2,898.00
Total Personnel Services	\$ 41,158.50	\$ 41,158.50	\$ 10,188.13	\$ 92,505.13
Administration				
Supplies				
Materials/ Supplies	\$ 541.50	\$ 5,541.50	\$ 75.00	\$ 6,158.00
Computer				
Insurance				
Insurance required for program	\$ 537.50	\$ 537.50		\$ 1,075.00
Travel				
Mileage	\$ 150.00	\$ 150.00	\$ 100.00	\$ 400.00
Training/conferences	\$ 75.00	\$ 75.00		\$ 150.00
Additional (please specify)				
Background checks	\$ 37.50	\$ 37.50		\$ 75.00
Total Programmatic Costs	\$ 1,341.50	\$ 6,341.50	\$ 175.00	\$ 7,858.00
Indirect Rate @ 8% of total YDD award	\$ 4,000.00	\$ 4,000.00	\$ 1,261.87	\$ 9,261.87
Total Grant Costs	\$ 46,500.00	\$ 51,500.00	\$ 11,625.00	\$ 109,625.00

[Signature page follows]

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

Northwest Family Services
6200 SE King Road
Portland, OR 97222

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

Signing on behalf of the Board:

By: 
Rose Fuller, Executive Director

Richard Swift, Director
Health, Housing & Human Services

Dated: 6/12/19

Dated: _____

Approved budget and work plan

Rodney Cook, Director
Children, Family & Community Connections

Dated: 6/13/19

COPY

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Northwest Family Services
for Children of Incarcerated Parents (CIP) and Parenting Inside Out (PIO) Services

Purpose/Outcomes	Services include parenting education and coaching to improve parenting skills of program participants, and support services and mentoring for children whose parents are justice system involved.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$210,000. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Safety Impact	N/A
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: June 4, 2019
Contact	Korene Mather 503-650-3339
Contract No.	CFCC-9304

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Grant Agreement with Northwest Family Services to provide Children of Incarcerated Parents Parenting Inside Out parenting classes and youth mentoring and support. Services to be provided under this contract include evidence-based parenting educational curriculum and youth mentoring, coaching, and support services.

Funding for this Agreement is County General Funds. It has been reviewed by County Counsel and has a maximum value of \$210,000.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CFCC-9304	
Program Name: Northwest Family Services CIP and PIO Program/Project Number: 9304	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Northwest Family Services (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beavercreek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Children (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

Parenting Inside Out (PIO) is a 12-week series for parents and satisfies mandated parenting class requirements. This interactive program highlights effective parenting skill and helps parents to interact positively with different personalities and needs. The classes also provides opportunities for families to locate resources and support.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement,

couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parent and the child(ren). Class participants are connected to supportive community resources and services.

4. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$210,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
 - h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the

Exhibits, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.

- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this agreement and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.
- b) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS

656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or

immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

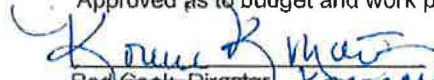
Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: 6/4/2019

Dated: _____

Approved as to budget and work plan:


~~Red Cook, Director~~ Korene Mather, Interim Director
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Northwest Family Services for youth marijuana and substance abuse prevention efforts in North Clackamas

Purpose/Outcome	Provide youth marijuana and substance abuse prevention in North Clackamas to middle and high school students.
Dollar Amount and Fiscal Impact	Amendment adds \$90,000 for a total of \$180,000. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	October 1, 2018 through June 30, 2020
Previous Board Action/Review	122018-A3
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: 6/11/19
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CFCC -9093

BACKGROUND:


The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Northwest Family Services for youth marijuana and substance abuse prevention programs for middle and high school youth in North Clackamas. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 85% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$90,000 for a maximum value of \$180,000. It has been reviewed and approved by County Counsel.

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,


Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9093	Board Order Number: 122018-A3
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Northwest Family Services	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$90,000 for a revised maximum of \$180,000. It becomes effective July 1, 2019 and terminates 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:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000 (\$30,000 for Alder Creek, Rowe Middle Schools, \$30,000 for Gardiner, Kraxberger Middle Schools, and \$30,000 for Vibrant Futures Coalition)**.

TO READ:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$180,000 (\$60,000 for Alder Creek, Rowe Middle Schools, \$60,000 for Gardiner, Kraxberger Middle Schools, and \$60,000 for Vibrant Futures Coalition)**.

REPLACE:

Exhibit B: Northwest Family Services – YSAP Budgets

WITH:

EXHIBIT B: BUDGET					
Organization: Northwest Family Services Program Name: Youth Substance Abuse Prevention - Vibrant Futures Program Contact: Rose Fuller Agreement Term: 10-1-2018 to 6-30-2020			Contract number: 9093		
Approved Award Budget Categories	Approved Budget Oct 1, 2018-June 30, 2019	Approved Budget Jul 1, 2019-June 30, 2020	Total Budget	Approved Match	
Personnel Services					
Personnel and Fringe - Prevention Coordinator .5 FTE @ \$36,000/10 months	\$ 15,633.00	\$ 19,000.00	\$ 34,633.00	No match is required on this award	
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00	\$ 3,280.00	\$ 6,280.00		
Fringe	\$ 4,520.00	\$ 5,360.00	\$ 9,880.00		
Total Personnel Services	\$ 23,153.00	\$ 27,640.00	\$ 50,793.00		
Administration					
Administrative Costs (Limited to 10% of total budget)	\$ 2,727.00	\$ 2,360.00	\$ 5,087.00		
Program					
Materials/Supplies	\$ 688.00		\$ 688.00		
Insurance					
Mileage	\$ 1,226.00		\$ 1,226.00		
Training/Conference	\$ 2,010.00		\$ 2,010.00		
Additional (please specify)					
Total Programmatic Costs	\$ 6,647.00	\$ 2,360.00	\$ 9,007.00		
Total Approved Budget	\$30,000.00	\$30,000.00	\$60,000.00		

EXHIBIT B: RECIPIENT BUDGET					
Organization: Northwest Family Services Program Name: Youth Substance Abuse Prevention - AlderCreek, Rowe MS Program Contact: Portland, OR 97206 Agreement Term: October 1, 2018 to June 30, 2020			Contract number: 9093		
Approved Award Budget Categories	Approved Budget Oct. 2018-June 30, 2019	Approved Budget July 1, 2019-June 30, 2020	Total Budget	Approved Match Amount	
Personnel Services					
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$ 7,916.50	\$9,500.00	\$ 17,416.50	No match is required on this award	
Fringe at 24%	\$ 1,626.00	\$2,280.00	\$ 3,906.00		
Rowe MS Prevention Specialist .25	\$ 7,916.50	\$9,500.00	\$ 17,416.50		
Fringe at 24%	\$ 1,626.00	\$2,280.00	\$ 3,906.00		
Supervision .06 FTE	\$4,580	\$2,800	\$ 7,380.00		
Total Personnel Services	\$ 23,665.00	\$ 26,360.00	\$ 50,025.00		
Administration					
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$ 5,727.00		
Program					
Materials/Supplies					
Supplies - Alder Creek	\$ 442.50	\$ 90.00	\$ 532.50		
Supplies - Rowe	\$ 442.50	\$ 100.00	\$ 542.50		
Phone - Alder Creek	\$ 280.00	\$ 75.00	\$ 355.00		
Phone - Rowe	\$ 280.00	\$ 75.00	\$ 355.00		
Laptop - Alder Creek	\$ 317.50		\$ 317.50		
Laptop - Rowe	\$ 317.50		\$ 317.50		
Mileage					
Mileage - Alder Creek	\$ 845.00	\$ 150.00	\$ 995.00		
Mileage - Rowe	\$ 845.00	\$ 150.00	\$ 995.00		
Additional (please specify)					
Training/Conference	\$ 500.00		\$ 500.00		
Total Programmatic Costs	\$ 6,537.00	\$ 3,640.00	\$ 10,177.00		
Total Approved Budget	\$30,000.00	\$30,000.00	\$60,000.00		

EXHIBIT B: RECIPIENT BUDGET					
Organization: Northwest Family Services					
Program Name: Youth Substance Abuse Prevention - Kraxberger MS Gardiner MS				Contract number 9093	
Program Contact: Rose Fuller					
Agreement Term: October 1, 2018 to June 30, 2020					
Approved Award Budget Categories	Approved Budget Oct. 2019-June 30, 2019	Approved Budget Jul. 2019-June 30, 2020	Total Budget	Approved Match Amount	
Personnel Services					
Krax Prevention Specialist .25 @ \$38,000 1.0 FTE	\$ 7,918.50	\$9,500.00	\$ 17,418.50	No match is required on this award	
Fringe at 24%	\$ 1,625.00	\$2,280.00	\$ 3,905.00		
Prevention Specialist .25 (Gardiner M.S.)	\$ 7,918.50	\$9,500.00	\$ 17,418.50		
Fringe at 24%	\$ 1,625.00	\$2,280.00	\$ 3,905.00		
Supervision 08 FTE	\$4,580	\$2,800	\$ 7,380.00		
Total Personnel Services	\$ 23,663.00	\$ 26,360.00	\$ 50,023.00		
Administration					
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$ 5,727.00		
Program					
Materials/Supplies					
Supplies - Kraxberger	\$ 442.60	\$ 90.00	\$ 532.50		
Supplies - Gardiner	\$ 442.50	\$ 100.00	\$ 542.50		
Phone - Kraxberger	\$ 250.00	\$ 75.00	\$ 325.00		
Phone - Gardiner	\$ 250.00	\$ 75.00	\$ 325.00		
Laptop - Kraxberger	\$ 317.50		\$ 317.50		
Laptop - Gardiner	\$ 317.50		\$ 317.50		
Mileage					
Mileage - Kraxberger	\$ 545.00	\$ 150.00	\$ 695.00		
Mileage - Gardiner	\$ 545.00	\$ 150.00	\$ 695.00		
Additional (please specify)					
Training/Conference	\$ 500.00		\$ 500.00		
Total Programmatic Costs	\$ 6,337.00	\$ 3,840.00	\$ 9,977.00		
Total Approved Budget	\$30,000.00	\$30,000.00	\$60,000.00		

ADD:

Northwest Family Services – Youth Substance Abuse Prevention Reimbursement Request July 1, 2019 – June 30, 2020

EXHIBIT D: REQUEST FOR REIMBURSEMENT (Vibrant Futures)				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> Request for Reimbursement with an authorized signature General Ledger backup to support the requested amount Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 				
Program: Youth Substance Abuse Prevention				
Organization: Northwest Family Services-Vibrant Futures				Contract #: 9093
Address: 6200 SE King Rd. Portland, OR 97206			Reporting Period:	
Contact Person: Rose Fuller				
Phone Number: (503) 546-6377				
E-mail: rfuller@nwfs.org				
Budget Category	Approved Budget July 1, 2019 - June 30, 2020	Current Draw Request	Previously Requested	Balance Remaining
Personnel & Fringe				
Prevention Coordinator .50 FTE @ \$38,000 1.0 FTE	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00
Supervision .07 FTE @ \$47,000 (A Wells)	\$ 3,290.00	\$ -	\$ -	\$ 3,290.00
Fringe @ .24	\$ 5,350.00	\$ -	\$ -	\$ 5,350.00
Total Personnel	\$ 27,640.00	\$ -	\$ -	\$ 27,640.00
Administration				
Administration costs (limited to 10% of total budget)	\$ 2,360.00	\$ -	\$ -	\$ 2,360.00
Supplies				
Project costs - materials/supplies (curriculum, incentives, food, etc)		\$ -	\$ -	\$ -
Additional				
Mileage				
		\$ -	\$ -	\$ -
Total Program	\$ 2,360.00	\$ -	\$ -	\$ 2,360.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> Request for Reimbursement with an authorized signature General Ledger backup to support the requested amount Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 				
Program: Youth Substance Abuse Prevention - Alder Creek, Rowe MS		Contract #: 9093		
Organization: Northwest Family Services		Reporting Period:		
Address: 6200 SE King Rd Portland, OR 97206				
Contact Person: Ross Fuller				
Phone Number: (503) 545-8377				
E-mail: rfuller@nfwfs.org				
Budget Category	Approved Budget July, 2016-June30, 2020	Current Draw Request	Previously Requested	Balance Remaining
Personnel & Fringe				
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Rowe MS Prevention Specialist .25	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Supervision .05 FTE @ \$56,000	\$2,800.00	\$	\$	\$ 2,800.00
Total Personnel	\$ 26,360.00	\$	\$	\$ 26,360.00
Administration				
Administration - (limited to 10% of total budget)	\$3,000.00	\$	\$	\$ 3,000.00
Supplies				
Supplies - Alder Creek	\$ 90.00	\$	\$	\$ 90.00
Supplies - Rowe	\$ 100.00	\$	\$	\$ 100.00
Phone - Alder Creek	\$ 75.00	\$	\$	\$ 75.00
Phone - Rowe	\$ 75.00	\$	\$	\$ 75.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Travel				
Mileage - Kraxberger	\$ 150.00	\$	\$	\$ 150.00
Mileage - Gardiner	\$ 150.00	\$	\$	\$ 150.00
Additional				
Trainings	\$	\$	\$	\$
Total Program	\$ 3,640.00	\$	\$	\$ 3,640.00
Total Grant Costs	\$ 30,000.00	\$	\$	\$ 30,000.00

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> Request for Reimbursement with an authorized signature General Ledger backup to support the requested amount Monthly Activity Report (Exhibit D-3) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 				
Organization: Northwest Family Services		Contract #: 9093		
Address: 6200 SE King Rd. Portland, OR 97206		Reporting Period:		
Contact Person: Ross Fuller				
Phone Number: (503) 545-8377				
E-mail: rfuller@nfwfs.org				
Budget Category	Approved Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
Personnel & Fringe				
Krax Prevention Specialist .25 @ \$38,000 1.0 FTE	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Prevention Specialist .25 (Gardiner M.S.)	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Supervision .05 FTE @ \$56,000	\$2,800.00	\$	\$	\$ 2,800.00
Total Personnel	\$ 26,360.00	\$	\$	\$ 26,360.00
Administration				
Administration - (limited to 10% of total budget)	\$3,000.00	\$	\$	\$ 3,000.00
Supplies				
Supplies - Kraxberger	\$ 90.00	\$	\$	\$ 90.00
Supplies - Gardiner	\$ 100.00	\$	\$	\$ 100.00
Phone - Kraxberger	\$ 75.00	\$	\$	\$ 75.00
Phone - Gardiner	\$ 75.00	\$	\$	\$ 75.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Travel				
Mileage - Kraxberger	\$ 150.00	\$	\$	\$ 150.00
Mileage - Gardiner	\$ 150.00	\$	\$	\$ 150.00
Additional				
Trainings	\$	\$	\$	\$
Total Program	\$ 3,640.00	\$	\$	\$ 3,640.00
Total Grant Costs	\$ 30,000.00	\$	\$	\$ 30,000.00

ADD:

Exhibit A-2: Northwest Family Services – Youth Substance Abuse Work Plan Quarterly Reports July 1, 2019 – June 30, 2020

Provider: Northwest Family Services
Activity: Youth Substance Abuse Prevention – Vibrant Futures Coalition
Contract Period: July 1, 2019-June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sept	Oct Dec	Jan- Mar.	April June	Total
By June 30, 2020, implement "Keep A Clear Mind" or other marijuana prevention curriculum with a minimum of 100 6 th graders at Happy Valley & Rock Creek middle schools	By June 30, 2020, 85% of student participants will report an increase in knowledge of harms as well as an increase in their peer and parent perceived risk of harms of tobacco, alcohol and marijuana measured by the "Keep a Clear Mind" evaluation or posttest	# students participating					
		# reporting increased knowledge, perception of harm					
		% reporting increased knowledge, perception of harm					
By June 30, 2020, implement Marijuana (TMEC or other similar) educational program with 100 7 th to 8 th grade students at Happy Valley & Rock Creek Middle School	By June 30, 2020, 85% of student participants will demonstrate increased knowledge about the harms of marijuana use as measured by TMEC or other pre/posttests	# students participating					
		# reporting increased knowledge					
		% reporting increased knowledge					
By June 30, 2020, conduct 5 additional presentations/informational sessions to parents, families, staff or students in the North Clackamas School District to increase knowledge and awareness about marijuana.	By June 30, 2020, 85% of participants will demonstrate increased knowledge about the harms of marijuana use as measured by pre/posttests	# participants					
		# reporting knowledge					
		% reporting, knowledge					
By June 30, 2020, provide one Youth Leadership/Prevention trainings to 25 teenagers at Unity Club, School Health Center, AVID and/or SAGA to develop resiliency and leadership skills and build prevention knowledge.	By June 30, 2020, 75% of participants will demonstrate increased resiliency and leadership skills as measured by pre/post training surveys.	# teens participating					
		# reporting increased resiliency, leadership skills					
		% reporting increased resiliency, leadership skills.					
	By June 30, 2020, 75% of participants will report increased knowledge about substance abuse prevention as measured by pre/post training surveys	# teens participating					
		# reporting knowledge					
		% reporting knowledge					
By June 30, 2020, expand VFC's marijuana safety station model to a minimum of 1 additional retail outlets in North Clackamas.	By June 30, 2020, increase the number of marijuana safety stations from three to five or more outlets in North Clackamas as measured by number of retail outlets implementing the model	# outlets approached					
		# outlets implementing					
By June 30, 2020, collaborate with Oregon Impact, CCPC, and OCT to create a minimum of 3 marijuana safety station toolkits to assist other communities to implement this strategy	By June 30, 2020, promote the implementation of the toolkit model in other communities	# toolkits created					
		# communities approached					
		# communities implementing toolkit model					

Provider: Northwest Family Services
Activity: Youth Substance Abuse Prevention – Alder Creek and Rowe Middle Schools
Contract Period: July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2020, select a minimum of 8 at-risk youth for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2020, provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2020, deliver a minimum of 2 prevention education presentations in 6 th , 7 th , or 8 th grade health classes each quarter (one at each school).	85% of participants in classroom presentations will demonstrate increased perception of harm and increased resistance skills as measured by pre/post instrument.	# served				
		# with increased perception of harm				
		# with increased resistance skills				
By June 30, 2020, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				
		% successful				
By June 30, 2020, review school alcohol and drug use policies; make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# of policies proposed				
		# of policy revisions implemented				
Provide one hour per day two days a week (Rowe M.S.) and one hour, one day a week at Alder Creek - positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served				
		# reporting satisfaction with service				
		% successful				

Provider: Northwest Family Services
Activity: Youth Substance Abuse Prevention – Kraxberger and Gardiner Middle Schools
Contract Period: July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2020, select a minimum of 8 at-risk youth at each school for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2020, provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2020, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				

		% successful				
By June 30, 2020, review school alcohol and drug use policies, make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# policies reviewed				
		# of policy revisions proposed				
		# of policy revisions implemented				
Provide positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator at each school.	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served				
		# reporting satisfaction with service				
		% successful				

[Signature page follows]

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Oregon Impact for youth marijuana and substance abuse prevention efforts in Clackamas County.

Purpose/Outcome	Provide youth marijuana and substance abuse prevention in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	December 1, 2018 through June 30, 2020
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: 6/11/19
Contact Person	Korene Mather 503-650-5683
Contract No.	CFCC -9122

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Oregon Impact for youth marijuana and substance abuse prevention programs for middle and high school youth in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

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,


Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

<u>Local Grant Agreement Number: 9122</u>	<u>Board Order Number: n/a</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Oregon Impact</u>	<u>Amendment Requested By: Korene Mather</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates 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:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.

ADD:

Exhibit A-2: Oregon Impact – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

Provider: Oregon Impact
Activity: Youth Substance Abuse Prevention
Work Plan Period: July 1, 2019-June 30, 2020

Activities/Outputs	Measures/Outcomes	Reporting Components	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
By February 1, 2020, a minimum of 100 persons representing at least 6 Parent/Teacher Associations located in: West Linn, Wilsonville, Lake Oswego, Milwaukie, Clackamas, Oak Grove, and Happy Valley.	90% of PTA participants will report increased knowledge of the effects of drugs and alcohol (measured by Survey)	# PTA participants interviewed				
	85% of PTAs will promote Youth No-Use Norm (measured by Survey)	# PTA participants reporting an increase in knowledge about the effects of drugs/alcohol.				
		# PTAs promoting Youth No-Use Marijuana Norm				
By March 1, 2020, Engage/interview a minimum of 100 persons representing at least 6 community clubs/neighborhood associations, membership located in West Linn, Wilsonville, Lake Oswego, Milwaukie, Clackamas, Oak Grove, and Happy Valley.	90% of club/neighborhood association participants will report increased knowledge of the effects of drugs and alcohol	# clubs/neighborhood associations approached				
	85% of clubs/neighborhood associations will promote Youth No-Use Norm	# individual participants				
		# clubs/neighborhood associations promoting Youth No-Use Marijuana Norm.				
By June 30, 2020, engage a minimum of 10 City Council/Public Meetings with Positive Reinforcement messages		# City Council/public meetings/events				
		# Persons in attendance at each meeting/event				
By June 30, 2020, offer "Hands-on Experience" to a minimum of 300 youth in four different communities.	85% of youth participants will report increased knowledge about the effects of drugs/alcohol	# Youth served.				
		# Communities served				
		# Youth reporting increased knowledge about the effects of drugs/alcohol.				

[Signature page follows]

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Oregon City Together for youth marijuana and substance abuse prevention efforts in Clackamas County.

Purpose/Outcome	Provide youth marijuana and substance abuse awareness and prevention in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	October 1, 2018 through June 30, 2020
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: 6/11/19
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC -9122

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Oregon City Together for youth marijuana and substance abuse awareness and prevention programs for youth in Clackamas County. The primary goals will be to increase parent awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide outreach to middle-school youth. Student and parent participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

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,



Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9094	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Oregon City Together	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates 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:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.

REPLACE:

Exhibit B: Oregon City Together – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Oregon City Together				
Program Name: Youth Substance Abuse Prevention		Contract number: 9094		
Program Contact: Pam Wilson				
Agreement Term: 10/01/2018 to 6/30/2020				
Approved Award Budget Categories	Approved Budget 10/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Total Budget	Approved Match Amount
Personnel Services				No match is required on this award
Total Personnel Services	\$ -	\$ -	\$ -	
Administration				
Oregon City School District - Fiscal Agent	\$ 300.00	\$ 300.00	\$ 600.00	
Program				
Materials/Supplies				
Project Supplies	\$ 2,995.00	\$ 2,000.00	\$ 4,995.00	
Campaign/Educational Materials	\$ 4,428.00	\$ 3,626.00	\$ 8,054.00	
Event Venues and Equipment	\$ 1,258.00	\$ 700.00	\$ 1,958.00	
Food for youth afterschool club, workshops and parent events	\$ 1,940.00	\$ 4,000.00	\$ 5,940.00	
Educational Incentives	\$ 1,500.00	\$ 800.00	\$ 2,300.00	
Insurance				
Mileage	\$ 2,654.00	\$ 400.00	\$ 3,054.00	
Training/Conference				
Additional (please specify)				
Professional Fees and Contracts	\$ 14,925.00	\$ 18,174.00	\$ 33,099.00	
Total Programmatic Costs	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	
Total Approved Budget	\$30,000.00	\$30,000.00	\$60,000.00	

ADD:

Oregon City Together – Youth Substance Abuse Prevention Reimbursement Request July 1, 2019 – June 30, 2020

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Organization: Oregon City Together Address: 1417 12th Street Oregon City, OR 97045 Contact Person: Pam Wilson Phone Number: 503-708-6929 E-mail: pwilson@orecity.k12.or.us		Contract #: 9094 Reporting Period:		
Budget Category	Approved Budget 7/1/19 - 6/30/20	Monthly Grant Expenditure	YTD Grant Expenditure	Balance Remaining
Personnel				\$ -
				\$ -
				\$ -
				\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Administration				
Oregon City School District - Fiscal Agent	\$ 300.00			\$ 300.00
Supplies				
Project Supplies	\$ 2,000.00			\$ 2,000.00
Campaign/Educational Materials	\$ 3,626.00			\$ 3,626.00
Event Venues and Equipment	\$ 700.00			\$ 700.00
Food for youth workshops and parent nights	\$ 4,000.00			\$ 4,000.00
Educational Incentives	\$ 800.00			\$ 800.00
Additional				
Professional fees/contracts	\$ 18,174.00			\$ 18,174.00
Mileage and Travel	\$ 400.00			\$ 400.00
Total	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

ADD:

Exhibit A-2: Oregon City Together – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

Provider: Oregon City Together
Activity: Youth Substance Abuse Prevention
Work Plan Period: July 1, 2019-June 30, 2020

[Signature page follows]

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

AGENCY

Oregon City Together
1417 12th Street
Oregon City, OR 97045

By: _____
Laura Poore, Executive Director

Date: _____

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:

Rodney A. Cook, Director
Children, Family & Community Connections Division

Date: _____

COPY

June 27, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Todos Juntos for prevention and school engagement activities at PreventNet sites in Clackamas County.

Purpose/Outcome	Prevention and School engagement activities targeting middle and high school students at four PreventNet sites located in Canby, Estacada, Molalla, and Sandy.
Dollar Amount and Fiscal Impact	Amendment adds \$46,500 (\$11,625 per school site) for a total of \$418,500. No County Staff are funded through this Agreement.
Funding Source	Clackamas County Behavioral Health unrestricted funds
Duration	July 1, 2017-December 31, 2019
Previous Board Action/Review	091417-A9
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: 6/14/19
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC -8452

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Todos Juntos for PreventNet Community School sites in the communities of Molalla, Canby, Estacada, and Sandy. Services to be provided under this Agreement include prevention and school activities targeting middle and high school students.

This amendment is funded with Behavioral Health unrestricted funds. This Amendment becomes effective upon signature and extends the Agreement through December 31, 2019 and adds \$46,500 for a maximum value of \$418,500. It has been reviewed and approved by County Counsel.

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,


 Richard Swift, Director
 Health, Housing & Human Services

Subrecipient Amendment (FY 17-19)
Health, Housing & Human Services Department
Children, Family and Community Connections

<u>Subrecipient Agreement Number: 18-021</u>	<u>Board Order Number: 091417-A9</u>
<u>Department/Division: H3S/CFCC</u>	<u>Amendment No. 1</u>
<u>Subrecipient: Todos Juntos</u>	<u>Amendment Requested By: Rodney Cook</u>
Changes: X Work Plan X Agreement Term	X Agreement Budget () Other:

Justification for Amendment:

This Amendment adds funding for prevention and school engagement activities targeting middle and high school students at the four PreventNet sites in Canby, Estacada, Molalla, and Sandy.

It extends the Agreement term through December 31, 2019, adds \$46,500 (\$11,625 per school site), and adds prevention and engagement activities and services during the summer and fall months.

Compensation is increased by \$46,500 to a revised maximum value of \$418,500. This Amendment is effective upon signature by all parties 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.

AMEND:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2017 and shall expire on June 30, 2019, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2017 and shall expire on ***December 31, 2019***, unless sooner terminated or extended pursuant to the terms hereof.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to the COUNTY by Oregon Department

Todos Juntos

Subrecipient Agreement 18-021 A-1

of Education Youth Development Division. The maximum, not to exceed, grant amount that the COUNTY will pay is as follows:

For Fiscal Year 7/1/17-6/30/18: \$186,000

For Fiscal Year 7/1/18-6/30/19: \$186,000

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D- 1: Request for Reimbursement and Exhibit E: Quarterly Performance Reporting Schedule. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to COUNTY by Oregon Department of Education Youth Development Division and **Behavioral Health unrestricted funds**. The maximum, not to exceed, grant amount that COUNTY will pay is as follows:

For Fiscal Year 7/1/17-6/30/18: \$186,000

For Fiscal Year 7/1/18-6/30/19: \$186,000

For July 1, 2019 – December 31, 2019: \$46,500

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D- 1: Request for Reimbursement and Exhibit E: Quarterly Performance Reporting Schedule. Failure to comply with the terms of this Agreement may result in withholding of payment.

ADD:

**Summer/Fall Work Plan Quarterly Report
Clackamas County – Children, Family & Community Connections**

Provider: Todos Juntos

Activity: PreventNet Summer/Fall Programming

Agreement Period: July 1, 2019 – December 31, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July	August	Sept
By December 31, 2019, provide Summer Enrichment activities to a minimum of 35 students (140 students total) participating in Summer activities at each PreventNet site (Molalla, Canby, Estacada, Sandy).	95% of students reporting increased attachment and/or safety at PreventNet summer program. <i>Measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance. Surveys will be returned to CFCC.</i>	# served			
		# surveys collected			
		# reporting increased safety and/or attachment			
By December 31, 2019, identify and refer a minimum of 3 high risk core students per site (total 12 students) to needed services.	85% of youth referred will engage in appropriate services as measured by individual case plan goal achievement.	# served			
		# meeting progress goals			

Todos Juntos

Subrecipient Agreement 18-021 A-1

	<i>Measureable progress towards goals will be clearly documented in the individual case plan files.</i>	# reporting increased engagement/safety			
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Comments and Narrative

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

July:

August:

September:

REPLACE:

Exhibit B 2017-2019 Todos Juntos PreventNet Site budgets for Molalla-Canby, Rural and Rural.

**EXHIBIT B: SUBRECIPIENT BUDGET
 Rural (Sandy-Estacada)**

Organization: Todos Juntos				
Program Name: PreventNet Rural (Sandy-Estacada)				
Program Contact: Eric Johnston				
Agreement Term: July 1, 2017 - December 31, 2019				
		CFDA 93.667	CFDA 93.667	County General Fund
Approved Award Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award Amount July1-Dec31, 2019	Total Award
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.7 FTE	\$ 80,000.00	\$ 80,000.00	\$ 16,800.00	\$ 176,800.00
Supervision @.013x2sites			\$ 2,000.00	\$ 2,000.00
Fringe @ .11	\$ 9,200.00	\$ 9,200.00	\$ 2,068.00	\$ 20,468.00
Total Personnel Services	\$ 89,200.00	\$ 89,200.00	\$ 20,868.00	\$ 199,268.00
Administration				
Payroll/consultants	\$ 1,800.00	\$ 1,800.00		\$ 3,600.00
Program				\$ -
Materials/ Supplies	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 2,300.00
Computer				\$ -
Insurance				\$ -
Insurance required for program				\$ -
Travel				\$ -
Mileage	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00
Training/conferences				\$ -
Additional (please specify)				\$ -
				\$ -
Total Programmatic Costs	\$ 3,800.00	\$ 3,800.00	\$ 300.00	\$ 7,900.00
Indirect Rate			\$ 2,082.00	\$ 2,082.00
Total Grant Costs	\$ 93,000.00	\$ 93,000.00	\$ 23,250.00	\$ 209,250.00

EXHIBIT B: SUBRECIPIENT BUDGET
Molalla-Canby

Organization: Todos Juntos				
Program Name: PreventNet Molalla-Canby				
Program Contact: Eric Johnston				
Agreement Term: July 1, 2017 - December 31, 2019				
	CFDA 93.667	CFDA 93.667	County General Fund	
Approved Award Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Budget Term July 1-Dec 31, 2019	
Personnel (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.7 FTE	\$ 80,000.00	\$ 80,000.00	\$ 16,800.00	\$ 176,800.00
Supervision @.013x2sites			\$ 2,000.00	\$ 2,000.00
Fringe @ .11	\$ 9,200.00	\$ 9,200.00	\$ 2,068.00	\$ 20,468.00
Total Personnel Services	\$ 89,200.00	\$ 89,200.00	\$ 20,868.00	\$ 199,268.00
Administration				
Payroll/consultants	\$ 1,800.00	\$ 1,800.00		\$ 3,600.00
Program				
Materials/ Supplies	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 2,300.00
Computer				\$ -
Insurance				
Insurance required for program				\$ -
Travel				
Mileage	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00
Training/conferences				\$ -
Additional (please specify)				
				\$ -
Total Programmatic Costs	\$ 3,800.00	\$ 3,800.00	\$ 300.00	\$ 7,900.00
Indirect			\$ 2,082.00	\$ 2,082.00
Total Grant Costs	\$ 93,000.00	\$ 93,000.00	\$ 23,250.00	\$ 209,250.00

[Signature page follows]

Todos Juntos

Subrecipient Agreement 18-021 A-1

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

Todos Juntos

PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

Signing on behalf of the Board:

By: 
Eric Johnston, Executive Director

Dated: 6/12/19

Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved budget and work plan


Rodney Cook, Director
Children, Family & Community Connections

Dated: 6/13/19

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with
Todos Juntos for youth marijuana and substance abuse prevention efforts in Rural Clackamas County.

Purpose/Outcome	Provide youth marijuana and substance abuse prevention in rural areas of Clackamas County to middle and high school students.
Dollar Amount and Fiscal Impact	Amendment adds \$60,000 for a total of \$120,000. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	December 1, 2018 through June 30, 2020
Previous Board Action/Review	122018-A4
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: 6/11/19
Contact Person	Korene Mather 503-650-5683
Contract No.	CFCC -9096

BACKGROUND:

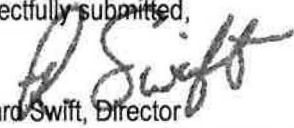
The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Todos Juntos for youth marijuana and substance abuse prevention programs for middle and high school youth in rural Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$60,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

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,


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

Local Subrecipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9096	Board Order Number: 122018-A4
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Todos Juntos	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$60,000 for a revised maximum of \$120,000. It becomes effective July 1, 2019 and terminates 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:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 (\$30,000 for Cedar Ridge, Estacada Middle Schools, and \$30,000 for Molalla River, Baker Prairie Middle Schools)**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$120,000 (\$60,000 for Cedar Ridge, Estacada Middle Schools, and \$60,000 for Molalla River, Baker Prairie Middle Schools)**.

REPLACE:

Exhibit B: Todos Juntos – YSAP Budgets

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Todos Juntos Program Name: Youth Substance Abuse Prevention Contract number: 9096 Program Contact: Eric Johnston Agreement Term: December 1, 2018 - June 30, 2020				
Approved Award Budget Categories	Approved Budget 12/1/2018-6/30/2019	Approved Budget 7/1/2019-6/30/2020	Total Budget	Approved Match Amount
Personnel Services				
Gandy Supervision .05 FTE	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	No match is required on this award
Fringe @ .117%	\$ 234.00	\$ 220.00	\$ 454.00	
Estacada Supervision .05 FTE	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	
Fringe @ .117%	\$ 234.00	\$ 220.00	\$ 454.00	
Gandy Activity Coordinator .35 FTE	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	
Gandy Fringe @ .117%	\$ 1,053.00	\$ 990.00	\$ 2,043.00	
Estacada Activity Coordinator	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	
Estacada Fringe @ .117%	\$ 1,053.00	\$ 990.00	\$ 2,043.00	
Total Personnel Services	\$ 24,574.00	\$ 24,420.00	\$ 40,994.00	
Administration				
Program/Contract Oversight Eric Johnston	\$ 2,700.00	\$ 2,700.00	\$ 5,400.00	
Program				
Materials/Supplies				
Gandy Activity Materials	\$ 800.00	\$ 800.00	\$ 1,600.00	
Estacada Activity Materials	\$ 800.00	\$ 800.00	\$ 1,600.00	
Insurance				
Mileage Gandy	\$ 400.00	\$ 500.00	\$ 900.00	
Mileage Estacada	\$ 400.00	\$ 500.00	\$ 900.00	
Training/Conference				
Additional (please specify)	\$ 326.00	\$ 280.00	\$ 606.00	
Total Programmatic Costs	\$ 5,426.00	\$ 5,580.00	\$ 11,006.00	
Total Approved Budget	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	

EXHIBIT B: RECIPIENT BUDGET				
Organization: Todos Juntos Program Name: YSAP- Molalla, Canby Contract number: 9096 Program Contact: Eric Johnston Agreement Term: December 1, 2018 - June 30, 2020				
Approved Award Budget Categories	Approved Budget 12/1/18-6/30/19	Approved Budget 7/1/19-6/30/20	Total Budget	Approved Match Amount
Personnel Services				
Canby Supervision .05 FTE	\$ 2,000.00		\$ 2,000.00	No match is required on this award
Fringe @.117%	\$ 220.00		\$ 220.00	
Molalla Supervision .05 FTE	\$ 2,000.00		\$ 2,000.00	
Fringe @ .117%	\$ 220.00		\$ 220.00	
FTE	\$ 9,000.00		\$ 9,000.00	
Canby Fringe @.117%	\$ 990.00		\$ 990.00	
Molalla Activity Coordinator	\$ 9,000.00		\$ 9,000.00	
Molalla Fringe @.117%	\$ 990.00		\$ 990.00	
Total Personnel Services	\$ 24,420.00	\$ -	\$ 24,420.00	
Administration				
Program/Contract Oversight Eric Johnston	\$ 2,700.00		\$ 2,700.00	
Program				
Materials/Supplies				
Canby Activity Materials	\$ 800.00		\$ 800.00	
Molalla Activity Materials	\$ 800.00		\$ 800.00	
Insurance				
Mileage Canby	\$ 500.00		\$ 500.00	
Mileage Molalla	\$ 500.00		\$ 500.00	
Training/Conference				
Additional (please specify)	\$ 280.00		\$ 280.00	
Total Programmatic Costs	\$ 5,580.00	\$ -	\$ 5,580.00	
Total Approved Budget	\$30,000.00	\$0.00	\$30,000.00	

ADD:

Todos Juntos – Youth Substance Abuse Prevention Reimbursement Request July 1, 2019 – June 30, 2020

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i>				
• Request for Reimbursement with an authorized signature				
• General Ledger backup to support the requested amount				
• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>).				
Organization: Todos Juntos Sandy Estacada		Contract #: 9096		
Address: PO Box 845, Canby 97013		Reporting Period:		
Contact Person: Eric Johnston				
Phone Number: 503-544-1513				
E-mail: Etodosjuntos2@gmail.com				
Fiscal Contact: Jill Palomaki				
Email: jlpal2714@gmail.com				
Phone Number: 360-607-4558				
Budget Category	Approved Budget 7/1/2019-6/30/2020	Current Draw Request	Previously Requested	Balance
Personnel				
Sandy Supervision .05 FTE	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Sandy Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Estacada Supervision	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Estacada Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Sandy Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Estacada Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Total Personnel	\$ 24,420.00	\$ -	\$ -	\$ 24,420.00
Administration				
Program/Contract Oversight	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
Supplies				
Sandy Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Estacada Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Additional				
Training	\$ 280.00	\$ -	\$ -	\$ 280.00
Sandy Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Estacada Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Total Program	\$ 5,880.00	\$ -	\$ -	\$ 5,880.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i>				
• Request for Reimbursement with an authorized signature				
• General Ledger backup to support the requested amount				
• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>).				
Organization: Todos Juntos Canby Molalla		Contract #: 9096		
Address: PO Box 845, Canby 97013		Reporting Period:		
Contact Person: Eric Johnston				
Phone Number: 503-544-1513				
E-mail: Etodosjuntos2@gmail.com				
Fiscal Contact: Jill Palomaki				
Email: jlpal2714@gmail.com				
Phone Number: 360-607-4558				
Budget Category	Approved Budget 7/1/19-6/30/20	Current Draw Request	Previously Requested	Balance
Personnel				
Canby Supervision .05 FTE	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Canby Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Molalla Supervision	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Molalla Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Canby Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Molalla Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Total Personnel	\$ 24,420.00	\$ -	\$ -	\$ 24,420.00
Administration				
Project Oversight and Development	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
Supplies				
Canby Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Molalla Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Additional				
Training	\$ 280.00	\$ -	\$ -	\$ 280.00
Canby Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Molalla Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Total Program	\$ 5,880.00	\$ -	\$ -	\$ 5,880.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

ADD:

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

Provider: Todos Juntos
Activity: Youth Substance Abuse Prevention – Cedar Ridge and Estacada Middle Schools, Molalla River and Baker Prairie Middle Schools
Contract Period: July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
By June 30, 2019, provide homework club activities to a minimum of 35 students 2 times per week for up to 30 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie).	Students will receive homework help to promote academic achievement through constructive activities during high-risk hours. Reported as the number of high risk after school hours youth were engaged in pro-social activities	# students participating				
		# of sessions held during the quarter				
		# hours of activities total				
		# students attending 80% of homework club activity hours				
By June 30, 2019, provide Lego Robotics Programs to a minimum of 15 students 1-2 times per week for up to 30 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie)..	Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and self-report Reported as the number of high risk after school hours youth were engaged in pro-social STEM activities	# students participating				
		# of sessions held during the quarter				
		# hours of activities total				
		# students attending 80% of Lego Robotic activity hours				
By June 30, 2019, a minimum of 37 students will be engaged in leadership skill building activities such as Boy's Council and Girls Circle at least 1 time per week for 10 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie).. A minimum of 2-3 series of each will be conducted annually for a total of 20-30 weeks	80% of participants will report increased knowledge, skills and ability to resist drugs/alcohol use Participants in Boy's Council and Girl's Circle will attend 80% of scheduled sessions.	# students participating in Girl's Circle				
		# students participating in Boy's Council				
		# of Girls Circle groups conducted during the quarter				
		# of Girl's Circle sessions during the quarter				
		# attending 80% of Girl's Circle sessions				
		# Boy's Council groups conducted during the quarter				
		# attending 80% of Boy's Council sessions				
ED and/or site coordinator will engage administrator at each school in conversations about policies for dealing with students found in possession of or impaired by drugs/alcohol at school to advocate for policies that require A&D assessment for these indicated youth.	Reported as Yes/No in the quarter this conversation occurs. Report the details (response of administrators and outcome) in narrative section.					

[Signature page follows]

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

AGENCY
Todos Juntos
PO Box 645
Canby, OR 97013

By: 
Eric Johnston, Executive Director

Date: 6/11/19

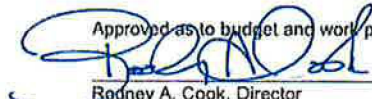
CLACKAMAS COUNTY
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:


Rodney A. Cook, Director
Children, Family & Community Connections Division

Date: 6/12/19

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with the Tri-County Metropolitan
Transportation District of Oregon (TriMet) for Disbursement of State of Oregon
Special Transportation Improvement Funds for Public Transit Planning and
Projects in Underserved Areas of Clackamas County

Purpose/Outcomes	Approval of a subrecipient agreement with TriMet to receive funds generated in Clackamas County under the new Statewide Transit Improvement Fund to provide public transit planning and projects in underserved areas of Clackamas County
Dollar Amount and Fiscal Impact	The maximum agreement is \$3,008,011 and will be used to pay for planning, capital and operations. No match funds are required.
Funding Source	HB2017 Statewide Transportation Improvement Fund
Duration	July 1, 2019 to June 30, 2021
Previous Board Action	Study session 8/7/18, #080918-A3 on 8/9/18 BCC consent agenda (Approval to Apply)
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel approved the agreement on 6/17/19.
Contact Person	Brenda Durbin, Director, Social Services Division, 503-655-8641
Contract No.	9348

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a subrecipient agreement with TriMet for Special Transportation Improvement Fund (STIF) for transit planning and projects within Clackamas County that will improve access and service for underserved areas.

House Bill 2017 (HB 2017), titled Keep Oregon Moving, implemented a new 0.1% employee payroll tax to fund public transportation. This tax went into effect July 1, 2018 and provides a dedicated source of funding for expanding public transportation service in Oregon. This new funding source is called the Statewide Transportation Improvement Fund (STIF). TriMet formed an HB 2017 Transit Advisory Committee to advise TriMet on how to spend STIF revenues.

Under the STIF program rules, TriMet is the Qualified Entity (direct recipient) of funds for Washington, Multnomah and Clackamas Counties. The funds generated within each transit/transportation district's boundaries will go directly to that transit provider. The funds generated outside of public transit districts in Clackamas County are returned to the county under this agreement. Those funds must be used for projects identified in previously approved planning efforts with approval by the Oregon Department of Transportation. These funds will be used for Mt. Hood Express service expansion and new vehicles, and planning projects, including the County's Transit Development Plan, and STIF administration.

This agreement also includes funds generated within the TriMet Service district for the Regional Coordination Program. TriMet has set aside funds as part of their plan to fund projects in Clackamas County that enhance transit access opportunities. Projects funded include service expansion for Clackamas Community College's shuttle program, new last mile shuttle service in Oregon City and the Clackamas Industrial area, and planning for future shuttles between Tualatin, West Linn and Oregon City, and in the Milwaukie Industrial area.

This agreement is effective July 1, 2019 and continues until June 30, 2021. County Counsel approved the agreement on 6/17/19.

Recommendation

Staff recommends the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink that reads "R. Swift". The signature is written in a cursive style with a large, prominent initial "R".

Richard Swift, Director
Health Housing & Human Services

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT [GP200809EV]
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758. Pursuant to Resolution No. 18-10-72, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.
2. Clackamas County (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
7. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.
8. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.

9. "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
10. "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
11. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
12. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
13. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
14. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
15. "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(1)(a).
16. "STIF Formula Fund Cycle" means the time period between Fiscal Years 2019 through the end of Fiscal Year 2021 (June 30, 2021) that is programmed in the STIF Plan.
17. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive a share of the STIF Formula Fund.

RECITALS:

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. STIF Formula Funds are not intended to supplant local funding sources to maintain existing services.
3. The Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in and around Clackamas County, Oregon. Subrecipient provides Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
5. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provide Public Transportation Services as specified in this Agreement.

6. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more tasks specified in the STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's Approved FY2019-2021 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, C, D, E, F, and G, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.
- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Subrecipient and TriMet agree that the percentages of STIF Formula Funds designated for Subrecipient in Exhibit E represents, to the extent possible and using the best available data, an allocation method that is proportionate to the amount of employee payroll tax revenue generated within the geographic territory of the Subrecipient.
 - 1.4.1. If Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit D, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the STIF Plan has been reached. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
 - 1.6.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit D will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.7. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule in Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.8. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.

2. Audit and Compliance Review

- 2.1. Subrecipient shall conduct an annual financial audit of the STIF Formula Funds received by the Subrecipient pursuant to this Agreement. All financial audit reports shall be submitted to TriMet no later than 30 days after the receipt of the auditor's final report(s).
- 2.2. All audits prepared pursuant to Section 2.1 shall include the agreed-upon procedures (AUP) as set forth in Exhibit F. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1.
- 2.3. Subrecipient shall be subject to periodic on-site compliance reviews by TriMet. The purpose of the compliance site review is to ensure that Subrecipient has appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 2.4. An on-site compliance review may not be required upon satisfactory completion by Subrecipient of the AUP as required in Exhibit F and the following:
 - 2.4.1 When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor. TriMet requires the following language to be included in the Representation Letter to account for STIF Formula Funds regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2019-21 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms

and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.”

- 2.4.2 No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet:
 - 2.4.2.1. Audited Financial Statements or Comprehensive Annual Financial Report (CAFR);
 - 2.4.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
 - 2.4.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
 - 2.4.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance;
 - 2.4.2.5. Management Representation Letter with the representation described in 2.4.1;
 - 2.4.2.6. Agreed Upon Procedures Report as required by ODOT and fully described in Appendix F.
 - 2.4.2.7. Written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement;
 - 2.4.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
 - 2.4.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
- 2.5. If applicable, the asset inventory list as described in the Agreed Upon Procedures. If additional compliance requirements and/or findings are identified by the independent auditor resulting in a corrective action plan, then TriMet will undertake necessary steps to ensure compliance requirements have been met and/or corrective action plans are fully developed and implemented. TriMet will bill Subrecipient for any audit or compliance review services as provided in this Section 2 on a cost reimbursement basis.
- 2.6. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.7. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

- 2.8. Subrecipient shall ensure that its agreements or contracts with subcontractors or vendors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or vendor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and must be reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. In addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted no later than 30 days after adoption. A subcontractor is not required to submit its organization's annual budget.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:
 - 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section 4.1.2 must be submitted to TriMet no later than 15 days after receipt of the final results. A copy of information submitted under this Section 4.1.2.1 must be sent to TriMet no later than 15 days after submittal to the requesting agency.
- 4.3. Subrecipient will provide TriMet with any report that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit G, the ODOT STIF Formula Fund Reporting Requirements Overview.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:
 - 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
 - 5.2.2. The Subrecipient or its subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;

- 5.2.3. TriMet determines that there are any unresolved audit finding relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.4. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.5. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.6. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.7. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.8. Subrecipient terminates this Agreement; or
- 5.2.9. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of equipment purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

9. Progress Reporting Requirements

- 9.1. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 9.1.1. The quarterly reporting periods for each STIF Plan year are:
 - 9.1.1.1. January through March
 - 9.1.1.2. April through June
 - 9.1.1.3. July through September
 - 9.1.1.4. October through December
- 9.2. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 9.3. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 9.4. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 9.5. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

10. Funding

- 10.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly as outlined in the schedule set forth in Exhibits A, D, and E.
- 10.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 10.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future tax revenue collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

11. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided in this Agreement.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

For Reporting:

Erika Turney, Grants Administrator
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4832
turney@trimet.org

For STIF Program Questions:

Tom Mills, Service Development Manager
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Teresa Christopherson
Administrator
Clackamas County
2051 Kaen Rd., #135
Oregon City, OR 97145
503-650-5718
teresachr@co.clackamas.or.us

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

13. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and

void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

14. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

15. Entire Agreement/Authority

15.1. This Agreement, which includes the attached Exhibits A-G constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

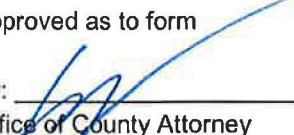
15.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

15.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET
By: Bernie Bottomly
Signature: _____
Date: _____

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
By: _____
Name _____
Title _____
Date: _____

Approved as to form
By:  _____ 6/17/19
Office of County Attorney

June 27, 2019

COPY

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Providence Health & Services, Regional Behavioral Health for Better Outcomes thru Bridges

Purpose/Outcomes	Subrecipient Agreement with Providence Health & Services vulnerable to help vulnerable patients in Clackamas County reduce barriers of access to primary care and Houselessness.
Dollar Amount and Fiscal Impact	The maximum agreement is \$352,900 for a total of two years.
Funding Source	The Agreement is funded through the Affordable Housing Services Fund Program.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities.
County Council	This agreement was reviewed by County Council on June 6, 2019
Contact Person	Vahid Brown – Housing Policy Coordinator
Contract No.	9326

BACKGROUND

The Administration Division of the Health, Housing and Human Services Department requests the approval of the Subrecipient Agreement with Providence Better Outcomes thru Bridges (BOB) Program, which identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and houselessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support.

Funding for this project will allow the BOB program to expand Outreach Specialist Support for South Clackamas County and deploy an Outreach Specialist to North Clackamas County in an effort to reach the most vulnerable patients. Funding will also support the construction and placement of safety off the streets shelters at partnering properties for use by those highly vulnerable community members identified by the outreach specialists.

Staff recommended to the Board of County Commissioners to accept the Committee funding recommendations and instruct staff to prepare Agreements for Board approval at the study session on February 19, 2019, which was approved.

This agreement is effective July 1, 2019 and terminates on June 30, 2021.

RECOMMENDATION

Staff recommends the Board approval of this Agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Director
Health Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL GRANT AGREEMENT 9326

Program Name: **Better Outcomes Thru Bridges (BOB) Program**

Program/Project Number:

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Department ("COUNTY") and **Providence Health & Services, Regional Behavioral Health** ("RECIPIENT"), an Oregon Non-profit Organization.

COUNTY Data

Grant Accountant: Ke'ala Adolpho	Program Manager: Vahid Brown
Finance Department	Health, Housing and Human Services Department
	Housing Coordinator
2051 Kaen Road	2051 Kaen Road
Oregon City, OR 97045	Oregon City, OR 97045
503-742-5410	(503) 742-5345
kadolpho@clackamas.us	VBrown@clackamas.us

RECIPIENT Data

Finance/Fiscal Representative:	Program Representative: Rebecca Wilkinson
Providence Willamette Falls Medical Foundation	Providence Health & Services, Regional Behavioral Health
1500 Division Street	4400 NE Halsey St
Oregon City, OR 97045	Portland, OR 97213
503-650-6805	(503) 278-2563
Tiffany.Gillespie@providence.org	Rebecca.Wilkinson2@providence.org
FEIN: 93-1003750	

RECITALS

1. The Clackamas County Board of Commissioners has established an ongoing fund to help address the affordable housing crisis that continues to grow in our community. These general funds will be ongoing on an annual basis with a focus on developing capacity within the community through nonprofit partnerships. Working in partnership with the community will provide greater opportunity to find solutions to this growing problem.
2. RECIPIENT operates the Better Outcomes thru Bridges ("BOB") Program which identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and homelessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support.
3. COUNTY seeks to partner with RECIPIENT on this program ("Program"). RECIPIENT will use funds to support Safe Overnight Shelter (car camping and hut) project operations costs, permanent and/or transitional housing and other client assistance needs and to construct Conestoga Huts ("Huts"). The Huts and Safe Overnight Car Camping will be placed on various church properties and businesses in Clackamas County and neighboring areas that serve Clackamas County residents and will provide temporary housing for homeless individuals, including huts and/or car camping spaces with priority for those discharging from a Providence hospital in need of temporary respite. .

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** COUNTY is providing General Funds for this Agreement through the **Affordable Housing and Services Fund Program**. The maximum, not to exceed, grant amount that COUNTY will pay is Three Hundred Fifty Two Thousand Nine Hundred dollars (\$352,900).
5. **Disbursements.** This is a cost reimbursement grant and requests for reimbursements should be made monthly by RECIPIENT in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment or termination of this Agreement.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has funds sufficient to finance the costs of this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a grantee, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month according to the instructions outlined in Exhibit D: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
 - h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
 - i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
 - j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and

make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. Procurement Standards

- a) COUNTY's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value

+\$150,000	Formal	Formal solicitation process following written procurement policies
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- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to RECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) RECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. RECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) RECIPIENT agrees that, to the extent they use contractors or subcontractors, RECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability

Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this Agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or sub awards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.

- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

Providence Health & Services, Regional Behavioral Health
Local Grant Agreement – H3S Admin -9326

Page 8 of 14

SIGNATURE PAGE TO GRANT AGREEMENT

(CLACKAMAS COUNTY)

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

Providence Health & Services, Regional Behavioral Health

Clackamas County

DocuSigned by:
Rebecca J. Wilkinson 6/13/2019
Authorized Signature Date

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

Name / Title (Printed)

Signing on Behalf of the Board

482841-94
Oregon Business Registry #

Richard Swift, Director Date
Health, Housing and Human Services

Non-Profit
Entity Type / State of Formation

Approved as to Form:

County Counsel Date

- Exhibit A: RECIPIENT Statement of Program Objectives
- Exhibit B: RECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES

- A. Providence Better Outcomes thru Bridges (BOB) Program identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and homelessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support. Funding for this project will allow the BOB program to expand Outreach Specialist Support for South Clackamas County and deploy an Outreach Specialist to North Clackamas County in an effort to reach the most vulnerable patients.
- B. The Grant will be used to fund the BOB Program through 2 interconnected activities (the "Work"):
 - 1. Conestoga Huts
 - 2. Outreach Services
- C. Conestoga Huts - RECIPIENT will build and place Conestoga Huts on various church and/or business properties in Clackamas County. Residents of the Conestoga Huts will be BOB Program participants at either Providence Milwaukie and/or Providence Willamette Falls hospitals, or individuals identified by participating churches and/or businesses.

RECIPIENT will use Grant Funds for:

- 1. Outreach Specialist services
 - 2. Construction materials to build the Conestoga Huts;
 - 3. Volunteer Coordination to build the Conestoga Huts;
 - 4. Transport costs associated with relocation of Conestoga Hut;
 - 5. Partnership Start-up Costs – set-up costs and on-site infrastructure expenses (including lighting, water, garbage and sanitation);
 - 6. Permanent Housing Assistance – including rent assistance, application fee, first/last month rent, rental deposits, identification replacement; and
 - 7. Relocate Conestoga Huts to suitable sites.
- D. Outreach Services –RECIPIENT will use Grant Funds to provide an Outreach Specialist at Providence Milwaukie Hospital and expand the resources for the Outreach Specialist at Providence Willamette Falls Medical Center. BOB Outreach Specialist will:
- 1. Connect directly with individuals who meet the program criteria of a minimum of 20 Emergency Room visits within 12 months or 6 visits within 6 weeks and a Behavioral Health and/or Substance Use condition;
 - 2. Provide care coordination for individuals who already have identified community case management by bringing community partners together to work on a collaborative wellness plan. This includes case reviews by a Providence multi-disciplinary team with a physician leader. Care Coordination is defined as the deliberate organization of patient care activities between two or more participants (possibly including the patient) involved in a patient's care to facilitate the appropriate delivery of health care services. Organizing care involves the marshaling of personnel and other resources needed to carry out all required patient care activities and is often managed by the exchange of information among participants responsible for different aspects of care.; and,
 - 3. Focus on cultivating new and existing community partnerships to reduce barriers to housing and improve health and wellness for individuals to access services, including emergency, short term and long term housing. The program also has a history of success

in removing barriers to accessing mental health care, substance use treatment, and primary/specialty care services.

4. RECIPIENT will use Grant Funds for:
 - a. Outreach Specialist services
 - b. Permanent Housing Assistance – including rent assistance, application fee, first/last month rent, rental deposits, identification replacement; and
 - c. Office Operations and Community Partnerships, this includes office supplies, printing, staff related meeting expenses, Community event expenses, advertising;
 - d. License fee for the Clackamas County Homeless Management Information System;
 - e. Travel and meeting expenses
 - f. Education expenses; and
 - g. Technology and Licenses including a laptop, cell phone and software licenses.

**EXHIBIT B
 PROGRAM BUDGET**

- A. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of Three Hundred Fifty Two Thousand Nine Hundred dollars (\$352,900) for eligible Agreement expenditures. The obligations of COUNTY are expressly subject to appropriation decisions of the Clackamas County Board of Commissioners (“BCC”), and in no event shall COUNTY’s financial contribution exceed the amount finally granted, released and approved by BCC for this Agreement.
- B. The term of the Agreement for will be from July 1, 2019 to June 30, 2021. Subject to the availability of funds, approval of BCC, and successful completion of the Performance Measures RECIPIENT may be eligible for an additional year of funding. Any additional funding will be provided by an amendment to this Agreement.
- C. A maximum of 10% may be used for General Administration. The remaining balance of the funds must be used for Program Delivery costs.
 - 1. General Administration costs are defined as staff-time and overhead costs for planning and general administration of the BOB Program. These include the cost of planning, general management, oversight, coordination, and implementation of the Work.
 - 2. Program Delivery are costs defined as costs incurred for implementing and carrying out eligible Agreement activities. These include the costs of staff directly carrying out the activity in addition to equipment, materials and supplies that are necessary for successful completion of the Work.
- D. Compensation for the Conestoga Huts shall not exceed Seventy-Seven Thousand Two Hundred and Fifty Dollars (\$175,350) and will be subject the following budget categories and expenditure limits:

DESCRIPTION	GRANT
General Administration	\$15,000
Outreach Specialist (.27 FTE)	\$43,000
Housing Assistance	\$35,000
Partner Start Up Costs	\$17,000
Permitting and Fees	\$11,500
Construction Materials	\$50,000
Travel Expenses	\$2,950
TOTAL	\$175,350.00

- E. Compensation for the Outreach Services shall not exceed Eighty-Seven Thousand Six Hundred and Fifty Dollars (\$87,650) and will be subject the following budget categories and expenditure limits:

DESCRIPTION	GRANT
General Administration	\$15,000
Outreach Specialist (.58 FTE)	\$86,000
Housing Assistance	\$35,000
Office Operations/Community Partnerships	\$16,000
License Fee	\$2,400
Office Materials	\$4,200

Travel Expenses	\$2,950
Education Material	\$10,000
Technology Expenses	\$6,000
TOTAL	\$177,550

F. COUNTY Program Manager for this Agreement is:

Vahid Brown, Housing Coordinator
Health, Housing and Human Services
Phone: (503) 742-5345
Email: VBrown@clackamas.us

EXHIBIT C

PERFORMANCE REPORTING

- A. RECIPIENT agrees to report to COUNTY information on the race and ethnicity for each client participant as well as performance outcome data described below. The report shall cover the period July 1 to June 30 for each year or partial year until this Agreement is terminated. RECIPIENT and COUNTY will jointly agree to the format of this report within 2 months of the execution of this Agreement.
- B. Reported Outcomes for the Conestoga Huts
 - 1. Construction of 8 Conestoga Huts per year.
 - 2. Placement of 8 Conestoga Huts per year
- C. Reported Outcomes for Outreach Services
 - 1. Improved well-being for patients participating in BOB Program as demonstrated by a pre/post survey with responses trending an increased sense of wellbeing.
 - 2. Reduced Emergency Department and inpatient hospitalizations for BOB Program participants as demonstrated by Epic Report data of patient admissions to Emergency Departments or inpatient hospitalizations at Providence Milwaukie Hospital and Providence Willamette Falls Medical Center.
 - 3. Housing Stability with BOB Program Data demonstrating participant's transition to permanent housing.
 - 4. Strong and vibrant partnership network with area faith communities and community organizations for construct and maintenance of Conestoga Huts.
 - 5. BOB/Metropolitan Alliance for Common Good Housing Team Program assists in the number of huts established in the Clackamas County service area.

EXHIBIT D
REQUEST FOR REIMBURSEMENT

- A. Unless otherwise specified, RECIPIENT shall submit monthly invoices for Work performed. If RECIPIENT fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, RECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to RECIPIENT following COUNTY's review and approval of invoices submitted by RECIPIENT. RECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before RECIPIENT performs Work subject to the amendment. The billings shall also include the total amount billed to date by RECIPIENT prior to the current invoice.
- B. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by RECIPIENT prior to the current invoice. Funds provided under this Agreement to RECIPIENT will be for reimbursement of actual costs of eligible expenses. Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to RECIPIENT of eligible expenses, and the Budget Category each expenditure is to be billed against.
- C. RECIPIENT may begin accruing expenditures eligible for reimbursement under this Agreement beginning on July 1, 2019. Reimbursement shall not occur until COUNTY has a fully executed this Agreement.
- D. Invoices shall be submitted to:
- Vahid Brown
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

June 27, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Department of Human Services for Operation of Community Developmental Disability Services for Clackamas County

Purpose/Outcomes	This agreement provides the base funding for services to developmentally disabled children and adults residing in Clackamas County
Dollar Amount and Fiscal Impact	The total agreement is \$19,486,054.
Funding Source	Federal Medicaid and State General Fund. No County Funds are involved
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	Previous biennium agreement was approved on July 13, 2017.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9293

BACKGROUND:

The Clackamas County Social Service Division of the Department of Health, Housing & Human Services requests the approval of an Intergovernmental Agreement with State of Oregon, Department of Human Services for operation of the Community Developmental Disability Services. Through this agreement, Clackamas County Developmental Disabilities Services Program will provide local administration, case management services and abuse investigation services to Clackamas County residents.

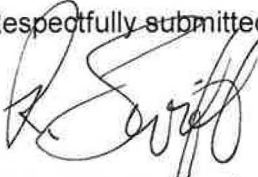
County General Funds are involved when and if the Clackamas County Social Service Division submits a Local Match Funding request to the State of Oregon, Department of Human Services.

This contract is effective July 1, 2019 and continues through June 30, 2021. This contract was reviewed and approved by County Counsel on 6/18/19.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director
Health Housing & Human Services



Agreement Number 157818

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT
FOR THE FINANCING OF
COMMUNITY DEVELOPMENTAL DISABILITIES SERVICES**

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

This Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Clackamas County ("County," or "CDDP").

AGREEMENT

1. Effective Date and Duration.

This Agreement shall become effective on **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents, Order of Precedence.

a. This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;
Exhibit A Definitions;
Exhibit B Part 1 Operations and Administration Terms and Conditions;
Exhibit B Part 2 Service Element Standards and Procedures;
Exhibit B Part 3 Financial Terms and Conditions;
Exhibit C Special Terms and Conditions;
Exhibit D General Terms and Conditions;
Exhibit E Standard Terms and Conditions;
Exhibit F Federal Terms and Conditions;
Exhibit G Part 1 Required Subcontractor Provisions;
Exhibit G Part 2 Subcontractor Insurance Requirements;

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence:

This Agreement without Exhibits;

- (1) Exhibit F Federal Terms and Conditions;
- (2) Exhibit A Definitions;
- (3) Exhibit B Part 3 Financial Terms and Conditions;
- (4) Exhibit B Part 1 Operations and Administration Terms and Conditions;
- (5) Exhibit B Part 2 Service Element Standards and Procedures;
- (6) Exhibit C Special Terms and Conditions;
- (7) Exhibit D General Terms and Conditions;
- (8) Exhibit E Standard Terms and Conditions;
- (9) Exhibit G Part 1 Required Subcontractor Provisions;
- (10) Exhibit G Part 2 Subcontractor Insurance Requirements;
- (11) Exhibit H Part 1 Privacy and Security Agreement; and
- (12) Exhibit H Part 2 Third Party Information System Access Request.

- c.** For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Clackamas County
By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Department of Human Services
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

/s/ Steven Marlowe
Department of Justice

May 22, 2019
Date