

May 7, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #2 with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$18,186 for a revised agreement maximum of \$171,937. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 1, 2020 and terminates on June 30, 2020
Previous Board Action	061319-A1
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.
County Counsel	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9315; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

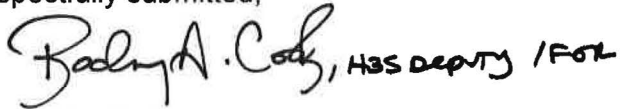
This amendment adds \$18,186 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9270
April 30, 2020

RECOMMENDATION:

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

Respectfully submitted,

 Bradley A. Cook, H3S DEPUTY / FOL

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9315 Subrecipient #: 20-003 Board Agenda #: 0691319-A1
Division: Social Services Amendment Number: 21
Contractor: Foothills Community Church as manager of: Molalla Adult Comm. Center
Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$18,186.

This Amendment #2, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

1. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$153,751**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$44,477** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052,

Foothills Community Church DBA: Molalla Adult Community Center
Subrecipient Grant Agreement #20-003, Amendment 2

93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and \$4,800 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

4. **Other Funds.** The COUNTY's funding of \$69,601 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The \$33,248 in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The \$1,625 in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

5. **4. Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is \$171,937. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of \$62,663 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and \$4,800 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of \$69,601 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The \$33,248 in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The \$1,625 in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Amend

Molalla Adult Community Center Services
Fiscal Year 2019-20

Federal Award Numbers	OAA II B	OAA II C1	OAA II C2	OAA II D	OAA	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.L. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Match	Funds		STF Funds	5310	STF Funds	Funds	Funds				
CFDA Number	93.044	93.045	93.045	93.043		93.053	State funds	N/A	DR-55-512	N/A	N/A	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management	7,749					862								103.37 Hrs	\$8,611	\$26.18
Reassurance	4,899					545								157	\$5,444	\$31.23
Information & Assistance	1,085					121								81	\$1,206	\$13.44
Public Outreach	300					33								8	\$333	\$50.00
Transportation - OAA II-B	0					0							0	0	\$0	\$5.00
OAA - Meal Site Mgmt		6,707	7,853		1,619								21,840	22,750	\$38,019	\$1.25
Food Service - Frozen HDMs			14,555		1,819	5,041								7,100	21,215	\$0.71
APD Medicaid HDMs			(11,358)		(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79
OPI HDMs							0							0	\$0	\$0.00
Evidence-based Health & Wellness programming				10,700	0		0							142.6 Classes	\$10,700	\$75.04
Non Medical Medicaid Rides										1,606	3,294			350	\$4,900	\$14.00
Transport - Ride Conn Out of Dist.								23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.					\$513.50				\$4,800							
Special Tran. Formula-TAXI and/or Van								40,985						1,532	\$40,985	N/A
LIHEAP intakes												1,825		65	\$1,525.00	\$25.00
TOTALS	\$14,033	\$8,707	\$11,050	\$10,700	\$4,049	\$1,988	50	\$84,701	\$4,800	\$1,606	\$40,262	1625	\$19,475		\$175,681	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$153,751
Federal Award Totals \$49,277

To Read

Foothills Community Church
 Molalla Adult Community Center Services
 Fiscal Year 2019-20

Federal Award Numbers	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP Funds	Other State	Ride Conn/Title		Tit/Net	Medicaid	LIFEAP	P.L. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds				STF	ST10	STF Funds	Funds	Funds					
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043	N/A	93.053	funds	N/A	20.513	N/A	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	
COVID Grant Award						13,886		N/A											\$13,886	
Case Management	7,749	2,150						862									378.11 hrs	\$10,761	\$26.18	
Reassurance	4,899	2,150						545									236	\$7,594	\$31.23	
Information & Assistance	1,085							121									81	\$1,206	\$13.44	
Public Outreach	380							33									6	\$333	\$50.00	
Transportation - OAA III-B	-							0								0	0	\$0	\$5.00	
OAA - Meal Site Mgmt			6,707		7,853			1,619									21,840	22,750	\$36,019	\$1.26
Food Service - Frozen HDMs					14,585			1,619	5,041								7,100	21,215	\$0.71	
APD Medicaid HDMs					(11,358)			(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79	
OPI HDMs									0							0	0	\$0	\$0.00	
Evidence-based Health & Wellness programming							10,700	0	0								142.6 Classes	\$10,700	\$75.04	
Non Medical Medicaid Rates													1,606	3,294			350	\$4,900	\$14.00	
Transport - Ride Con Out of Dist.											23,716					1,355	2,710	\$25,071	\$8.75	
Vehicle Maintenance - Ride Conn.								\$513.50				\$4,800						\$5,314		
Special Trans. Formula-TAXI and/or Van											40,985						1,532	\$40,385	N/A	
LIFEAP Intakes														1,625			65	\$1,625	\$25.00	
TOTALS	14,083	4,300	6,707	-	11,050	13,886	10,700	4,046	1,966	-	84,781	4,800	1,606	40,262	1,625	19,475		199,180		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$171,937


Federal Award Totals 67,463

Foothills Community Church DBA: Molalla Adult Community Center
Subrecipient Grant Agreement #20-003, Amendment 1

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

Foothills Community Church

By: 
Dale Satrum, Lead Pastor

4/21/2020
Date

Approved as to Content:


Cecily Rose, Center Manager
Molalla Adult Community Center

4/16/2020
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 & Human Services Dept.

Date

May 7, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #5 to Agreement #8904 to a Professional Services Agreement with Dental Medical Staffing (DMS) for Temporary Staffing Services.

Purpose/Outcomes	Contractor will provide professional staffing services as requested by Clackamas Health Centers (CHC) to support staffing needs as they arise in the clinical operations.
Dollar Amount and Fiscal Impact	Contract maximum is being increase by \$220,000, bringing the contract maximum to \$370,000.
Funding Source	No County General Funds are involved. Fee for service through Health Centers' clinics.
Duration	Effective March 1, 2020 and terminates on December 31, 2021
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on April 22, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8904_05

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Amendment #5 to Agreement #8904 to a Professional Services Agreement with Dental Medical Staffing for the purpose of providing temporary staffing services.

In recent months CHC has had to utilize staffing services more than initially anticipated due to a shortage of qualified providers. CHC dental clinics have a greater need for services than experienced in years' past and the recent opening of a new pediatric dental clinic. Due to this need for providers CHC plans on developing and soliciting a Request For Proposals (RFP) for staffing services in the next year with the intent to award to multiple vendors. In order to prevent a break in services we need to increase the contract value by \$220,000, bringing the total contract value to \$370,000. The additional funding will support services while the RFP is being developed and published.

This is a retroactive agreement due to receiving invoices for services from the month prior. Amendment #5 to the Agreement is effective March 1, 2020 will continue with December 31, 2021.

RECOMMENDATION:

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

Respectfully submitted,


Beth A. Cook, H3S Deputy / For
Richard Swift, Director
Health, Housing, and Human Services

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 8904 Board Agenda Number _____

and Date 3/26/20

Division Health Centers Amendment No. 05

Contractor Dental Medical Staffing

Amendment Requested By Sarah Jacobson

Changes: Scope of Services

Contract Budget

Contract Time

Other: _____

Justification for Amendment:

This Amendment increases the contract value by \$220,000 bringing the total contract value to \$370,000. This will allow Health Centers the necessary time to develop and publish a Request For Proposals (RFP) for the dental and medical staffing services necessary to continue operations of the clinics and ensure no break in services.

This Amendment is effective **March 1, 2020** and terminates on **December 31, 2021**.

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:

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate outlined in Exhibit A.

The total payment to CONTRACTOR shall not exceed \$150,000.00.

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

TO READ:

II. COMPENSATION AND RECORDS

DENTAL MEDICAL STAFFING, INC.

Professional Services Contract #8904 – Amendment #5

Page 2 of 2

A. Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate outlined in Exhibit A.

The total payment to CONTRACTOR shall not exceed **\$370,000.00**.

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

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

DENTAL MEDICAL STAFFING, INC.

CLACKAMAS COUNTY

By: Debbie Allmaras
Debbie Allmaras – Bookkeeper

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

4/8/2020
Date

Signing on behalf of the Board:

410 NE 181st AVE
Street Address

Portland OR 97230
City/State/Zip

Richard Swift, Director
Health, Housing and Human Services Department

Debbie Allmaras
Bookkeeper
phone: 503-618-8367
fax: 503-492-2545
debbie@dentalmedicalstaffinginc.com

Date

May 07, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with
Multnomah County, for participation in the Public Health Officer Program

Purpose/Outcomes	The Health Officer Program provides health and medical consultation and leadership services to our Public Health Officer of record for Clackamas County.
Dollar Amount and Fiscal Impact	The contract Maximum value is \$33,068.
Funding Source	Local Public Health Authority grant funds through the Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 01, 2020 and terminates on June 30, 2021
Previous Board Action	No Previous Board Action has been taken.
Strategic Plan Alignment	1. Efficient and effective Services 2. Build a strong infrastructure
Counsel Review	County Counsel has review and approved this document on April 27, 2020
Contact Person	Richard Swift, interim Public Health Director , 503-650-5694
Contract No.	9700

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Multnomah County. The Health Officer Program provides health and medical consultation and leadership services to our Health Officer of record for Clackamas County.

The contract maximum value is \$33,068. The agreement is effective July 01, 2020 through June 30, 2021.

Page 2 Staff Report
May 07, 2020
Agreement #9700

RECOMMENDATION:

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

Respectfully submitted,

Handwritten signature of Bradley A. Cook, H3S deputy for

Richard Swift, Director
Health, Housing, and Human Services

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
CONTRACT HD-IGA-R-12133-2020

This is an Agreement between Clackamas County Public Health Division (CCPHD) and Multnomah County (COUNTY).

I. PURPOSE:

The purpose of this agreement is for COUNTY to define roles and responsibilities for participation in the regional Tri-County Health Officer Program (TCHOP).

This includes:

- 1) Providing public health and medical consultation and leadership services to Clackamas County Public Health Division (CCPHD) through a team of qualified public health physicians.
- 2) Aligning Health Officer services regionally.
- 3) Detailing the Clackamas County Health Officer's role in the TCHOP.

It is understood the services will be primarily consultative and that these services will be performed both at CCPHD facilities and at other places. It is further understood that this agreement supports a regional approach to Health Officer services for Washington, Clackamas and Multnomah counties.

The Regional Health Officer Team will consist of four Health Officers. Clackamas and Washington Counties will each have one dedicated Health Officer who will serve as the Health Officer of record for the county to which they are assigned. Multnomah County will house the lead Health Officer for the region and will also have one Deputy Health Officer.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **July 1, 2020 - June 30, 2021**.
2. This Contract HD-IGA-R-12133-2020 replaces Contract No. 201403.
3. COUNTY is responsible for implementation and leadership of the Tri-County Regional Health Officer Program and for housing the lead Health Officer who is primarily responsible for the following aspects of the TCHOP:
 - A. Technical direction and support of the other Health Officers as needed;
 - B. Completion of budgets, finance mechanisms, and intergovernmental agreements necessary to maintain the TCHOP;
 - C. Maintaining operational systems for key health officer functions (e.g., timely response to urgent public health needs and media requests);
 - D. Support for CCPHD Health Officer in developing and maintaining effective relationships with the medical community, media, elected officials, and important community leaders; and

- E. Continued alignment of a regional approach to providing health officer services including, but not limited to:
 - 1) Organizing regional assignments and representation;
 - 2) Spearheading collaboration of regional public health response activities when appropriate); and
 - 3) Maintaining the CCPHD Health Officer's access to a Google email address and Google Drive.

- 4. In general, the portfolio of functional responsibilities may be distributed among the Health Officers based on individual county needs, regional needs, individual Health Officer's knowledge, skills, abilities, developmental needs, and areas of special expertise. The Tri-County Regional Health Officer team will provide the following:
 - A. Communicable disease consultation;
 - B. Consultation specific to emergency preparedness plans and participation in emergency preparedness training, drills, and exercises;
 - C. Consultation to assist in compliance with applicable Oregon statutes, rules, county codes and contractual obligations;
 - D. Consultation to staff and/or community medical providers regarding evaluation, monitoring and treatment of tuberculosis, and provision of in-clinic care for patients with TB; and
 - E. 24/7 support for urgent communicable disease or unexpected community emergencies requiring urgent public health intervention.

- 5. Quality of service will be assured as follows:
 - A. The four Health Officers shall share 24/7 on-call support; the schedule will be mutually agreed upon by the participating physicians. 24/7 on-call support includes being accessible by phone or electronic communication. The four Health Officers shall respond to non-urgent individual communicable disease consultation phone calls and emails the same day in 90% of cases, and will respond to 90% of urgent consultation request situations within 30 minutes. The four Health Officers will cover functional responsibilities for each other when one is on leave, with consultation for communicable diseases and other urgent situations being the top priority.
 - B. Supervision: The CCPHD Director will provide supervision of the CCPHD Health Officer with technical support and assistance from the Multnomah County Lead Health Officer.
 - C. Work Prioritization: Will be at the discretion of the CCPHD Director and CCPH Health Officer
 - D. Process Evaluation: The Multnomah County Lead Health Officer, Clackamas County Health Officer and Clackamas County Public Health Division Director (or designee) will meet at least twice yearly to identify areas for improvement, alignment, and support.

6. **CCPHD** will

- A. Recruit, hire, supervise, direct, insure, and retain a Health Officer for the program with support from the TCHOP.
- B. Provide phone, computer, technical support, travel, training, and all other employer oversight and control.

III. **LIAISON RESPONSIBILITY**

The Multnomah County Lead Health Officer will act as the liaison from COUNTY. The Clackamas County Public Health Director (or designee) will be liaison for Clackamas County.

IV. **TERMS**

- 1. CCPHD agrees to pay COUNTY for 0.07 FTE for the Lead Health Officer who is primarily responsible for the program activities listed in number II(3) above.
- 2. COUNTY shall provide an itemized bill for actual costs once a month at an amount not to exceed \$2,800.00 CCPHD will reimburse COUNTY within 30 days of receipt of an accurate invoice each month. The total amount of this contract shall not exceed \$33,068.00 (for the period 7/01/2020 - 06/30/2021).
- 3. Both parties understand that the COUNTY may request that this agreement be amended to increase or decrease the compensation amount annually if costs prove to be higher or lower than anticipated at the agreement commencement.

Invoice Mailing Address:

Clackamas County Public Health
Division 2051 Kaen Road #367
Oregon City, Oregon 97045

V. **TERMINATION**

This agreement may be terminated by mutual consent of both parties upon 30 days written notice.

VI. **INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CCPHD shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of CCPHD, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of COUNTY, its officers, employees and agents in the performance of this agreement.

VII. **INSURANCE**

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement

IX. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

XII. DEBT LIMITATION

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

XIII. SPECIAL REQUIREMENTS

CCPHD and COUNTY agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and any other applicable local, state, or federal law.

Each party is an independent contractor and has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

XIV. THIS IS THE ENTIRE AGREEMENT

This agreement consists of fourteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: Patricia Charles-Heathens/ps

Date: 4/17/2020

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____

May 7, 2020

Board of County Commissioners
 Clackamas County

Members of the Board

Approval to Accept a Grant Award
 from the Oregon Community Recovery Fund of the Oregon Community Foundation, for
COVID-19 Operating Expenses

Purpose/Outcomes	Board approval is needed to accept the grant revenue funding for general operating supporting, especially in relation to COVID-19.
Dollar Amount and Fiscal Impact	\$97,000 revenue
Funding Source	Oregon Community Foundation, Oregon Community Recovery Fund, #401473, H3S#9689.
Duration	March 24, 2020 to March 23, 2021
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant award letter was approved April 13, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Grant #401473, H3S#9689

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval to accept an unsolicited Grant Award from the Oregon Community Recovery Fund of the Oregon Community Foundation for \$97,000.

The Oregon Community Foundation awarded Clackamas County Social Services the grant from its Oregon Community Recovery Fund in recognition of the important work that Social Services does to provide essential and emergency services to community members most in need. The award is meant to support the crucial assistance that will be provided in response to COVID-19. Funding is for general operating supporting, especially in relation to COVID-19. There are no match requirements and minimal reporting. County Counsel has approved the grant award letter, and the Emergency Operations Center has approved.

May 7, 2020

RECOMMENDATION:

Staff recommends the Board approve and accept this grant award and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 Betsy A. Cook, H3S deputy / FOX

Richard Swift, Director
Health, Housing and Human Services Department



March 27, 2020

Brenda Durbin, Director
Clackamas County Social Services
2051 Kaen Road
Oregon City, OR 97045

Dear Brenda:

Congratulations! We are pleased to inform you that a grant in the amount of \$97,000 was approved for your organization by OCF's board of directors on March 24, 2020. Please note: the grant check (payment) is forthcoming in a separate mailing.

Grant Purpose: for general operating support, especially in relation to COVID-19 response in Clackamas County

The formal name of each fund that supported your project is listed below.

Oregon Community Recovery Fund of The Oregon Community Foundation (\$97,000)

Award Terms: Your organization's endorsement of the check will constitute agreement to use the funds as stated above and as stipulated in the following paragraphs.

Grantees are required to notify the foundation of any development that significantly affects the operation of the organization. Prior approval from the foundation must be obtained for any modifications to project objectives, site, personnel, timeline or budget. If there are any changes in your organization's status or tax classification, the foundation must be notified promptly. In the event of loss of tax-exempt status under federal laws, any unspent funds shall be returned to the foundation immediately.

The grant period ends one year from the date the funds were awarded. If all funds have not been expended at that point, a plan for use of the remaining funds must be provided to the foundation. If this plan is approved by the foundation, the unspent funds will not need to be returned to the foundation. Full records of revenues and expenditures related to this grant must be made available upon the foundation's request.

The foundation's donors and staff are to receive no personal benefits or services for this grant that are not otherwise extended to the general public without cost.

PORTLAND
1221 SW YAMHILL ST.
SUITE 100
PORTLAND, OR 97205
(503) 227-6846

BEND
15 SW COLORADO AVE.
SUITE 375
BEND, OR 97702
(541) 382-1170

EUGENE
440 E BROADWAY
SUITE 160
EUGENE, OR 97401
(541) 431-7099

MEDFORD
818 W EIGHTH ST.
MEDFORD, OR 97501
(541) 773-8987

SALEM
530 CENTER ST. NE
SUITE 230
SALEM, OR 97301
(503) 779-1927

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SABRINA PARSONS
PATRICK REITEN

Public Recognition for Your Project and Its Supporters: Many nonprofits like to publicize their grant award. An OCF press page is available at <https://oregoncf.org/grants-and-scholarships/grants-resources/grantee-press-kit> with our logo and information about the foundation. The names of the funds contributing to your grant should be listed as noted earlier in this letter.

Grant Reporting: An evaluation report on the grant-supported project will be due March 26, 2021. The Standard Grant Evaluation Form may be found at <https://oregoncf.org/grants-and-scholarships/grants-resources/grantee-reporting>. If your organization is on track to meet project objectives at that point, a subsequent report will not be required.

The foundation is happy to be of assistance to you and extends best wishes for your continued success. Please contact us with any questions you have.

Sincerely,



Max Williams
President

MMW:ld

OCF Grant # 401473

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Oregon Community Foundation - Unsolicited Grant
Funding Source: Federal State Local:
Requestor Information (Name of staff person initiating form): Jessica Diridoni
Requestor Contact Information: jdiridoni@clackamas.us
Department Fiscal Representative: Jennifer Snook, Jennifersno@clackamas.us
Program Name or Number (please specify): Oregon Community Foundation, COVID-19, H3S# 9689
Brief Description of Project:

This is an unsolicited grant in the amount of \$97,000. There was no application and funds have already been sent to the County. Oregon Community Foundation awarded Clackamas County Social Services a grant from the Oregon Community Recovery Fund in recognition of the important work that Social Services does to provide essential and emergency services to community members most in need. The award is for general operating support, especially in relation to COVID-19 response in Clackamas County.

Name of Funding (Granting) Agency: Oregon Community Foundation

Agency's Web Address for Grant Guidelines and Contact Information:

<https://oregoncf.org/>

OR

Application Packet Attached: Yes No

Completed By: Jessica Diridoni Date 4/22/2020

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 3/24/2020
CFDA(s), if applicable: N/A
Announcement Date: N/A- unsolicited grant Announcement/Opportunity #: N/A
Grant Category/Title: #401473 Max Award Value: \$97,000
Allows Indirect/Rate: not specified Match Requirement: N/A
Application Deadline: N/A Other Deadlines: N/A
Grant Start Date: 3/24/2020 Other Deadline Description:
Grant End Date: 3/23/2021
Completed By: Jessica Diridoni Program Income Requirement: N/A
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.
2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.

2. What, if any, are the community partners who might be better suited to perform this work?

N/A unsolicited direct grant to Social Services.

3. What are the objectives of this grant? How will we meet these objectives?

N/A unsolicited direct grant to Social Services.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

COVID-19 response.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes. No additional staff needed at this time.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

Coordinate with EOC & County Counsel if any funds are to be used on contracting.

Reporting Requirements

1. What are the program reporting requirements for this grant?

An evaluation report on the project will be due March 26, 2021.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

No requirements by funder other than evaluation report (above),

3. What are the fiscal reporting requirements for this grant?

Full records of revenues and expenditures related to this grant must be made available upon the foundation's request.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes.

2. Are other revenue sources required? Have they already been secured?

No.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Covers general operating supporting, especially in relation to COVID-19. Doesn't specify restriction.

Program Approval:

Erika Silver

4/27/2020

approved via email

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	4/22/2020	approved via email
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

May 7, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #6 of the Intergovernmental Agreement with
Oregon Department of Education, Early Learning Division for Early Learning HUB

Purpose/Outcome	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System.
Dollar Amount and Fiscal Impact	Adds \$1,080,790 for a maximum grant award of \$5,793,498.85 No County General Funds are involved.
Funding Source	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 6
Duration	Effective date October 1, 2019 and terminates on September 30, 2021
Previous Board Action/Review	Approval of Amendment #5 on December 19, 2019.
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 and approval: April 21, 2020 County Risk Management review and approval April 29, 2020.
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S7534

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 6 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, Preschool Promise, Health, Human Services and Business.

This Amendment #6 adds \$1,080,790 for a maximum value of \$5,793,498.85, and extends the end date to September 30, 2021. It has been reviewed by County Counsel and Risk Management.

Healthy Families. Strong Communities.

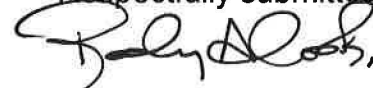
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

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

Respectfully submitted,

 *Richard Swift, H3S Director / FOU*

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 5803

**Restatement of Agreement #5803 and Amendment #6 to
Restated Agreement #5803**

This document is a restatement and amendment of Agreement Number 5803 (“Agreement”) between the State of Oregon, by and through its Department of Administrative Services, Procurement Services, acting on behalf of the Department of Education (“ODE”), Early Learning Division (“ELD”) and the Early Learning Council (“ELC”) and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-650-5678
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as “County,” each a “Party” and collectively “Parties.”

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division
700 Summer Street NE #350
Salem, Oregon 97301
Agreement Administrator: Denise Swanson or delegate
Telephone: 503-798-7120
E-mail address: Denise.Swanson@state.or.us**

The restated Agreement incorporates all prior amendments to this Agreement effective on or before January 31, 2020. This document also reflects the revisions made to this restated Agreement by this Amendment #6 to this restated Agreement. New language is indicated by **bold underlined font** and deleted language is indicated by ~~strikethrough font~~.

The changes made to the restated Agreement by this Amendment #6 are effective on February 1, 2020 (“Amendment Effective Date”) and shall apply to work performed on or after February 1, 2020.

I. Restated Agreement

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, the date this Agreement is approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~January 31, 2020~~ **September 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.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit C, Part 1: Subcontractor Insurance Requirements for Preschool Promise Providers
- (7) Exhibit C, Part 2: Hub Subcontractor Insurance Requirements
- (8) Exhibit D: Required Federal Terms and Conditions
- (9) Exhibit E, Part 1: Great Start Program Requirements
- (10) Exhibit E, Part 2: Family Support Services Program Requirements
- (11) Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- (12) Exhibit E, Part 4: School Readiness Program Requirements
- (13) Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (14) Exhibit E, Part 6: Preschool Promise Program Requirements
- (15) Exhibit E, Part 7: Focused Child Care Network Program Requirements
- (16) Exhibit E, Part 8: Early Care and Education Sector Planning
- (17) Attachment 1: Governance Structure
- (18) Attachment 2: Formalized Collaborative Relationships
- (19) Attachment 3: Outcomes, Metrics, Baselines, and Targets

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

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 each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E, and all Attachments.

For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$4,712,708.85~~ **\$5,793,498.85**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing

the Work, and will not pay for Work until this Agreement has been signed by all parties.

- b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

- 4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, ODE's determination is that:

County is a sub-recipient; OR County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

- 5. **ELD's Agreement Administrator for this Agreement is:**

- a. **Denise Swanson**
Early Learning Division
700 Summer Street NE #350
Salem, Oregon 97301
Telephone: 503-798-7120
E-mail address: denise.swanson@state.or.us
- b. **ELD may change its Agreement Administrator by providing County with written notice.**

- II. Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

- III. **Certification.** The individual signing on behalf of County hereby:

- a. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under

ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;

- b.** Certifies that, to the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
 - c.** Certifies that County has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
 - d.** Certifies that County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
- IV.** County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

[Section Left Blank]

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.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

V. Signatures.

Clackamas County:

By:

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services:**

By: Kelly Mix

Authorized Signature

Title: Deputy Chief Procurement Officer

Date

State of Oregon, acting by and through its Department of Education:

By:

Authorized Signature

Title:

Date

Approved for Legal Sufficiency: By Jake Hogue via email, dated 1/14/2020.

EXHIBIT A

Part 1 Statement of Work

1. Equity Policy Statement.

The ELD supports all of Oregon's young children and families to learn and thrive. All of our work as a Division is in service to children, families, and communities.

We know that underserved communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and Asset-based mindsets will support our efforts to institutionalize equity. We recognize that in order for each and every child and family to learn and thrive, we have to provide differentiated, person-centered resources and support.

ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.

County and service providers must ensure that:

- a. ~~Your~~ **Its** entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
- b. ~~Your~~ **Its** staff understands the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly the types of discrimination, marginalization, and exclusion they face in this country. This knowledge must be applied in a responsive, non-limiting and non-stereotyping manner;
- c. ~~Your~~ **Its** staff interacts with service users in a way that demonstrates an understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;
- d. ~~Your~~ **Its** staff engages in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and
- e. ~~Your~~ **Its** organization uses data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.

May 7, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #7 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning HUB

Purpose/Outcome	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System. This amendment adds Preschool Promise Coordination funds.
Dollar Amount and Fiscal Impact	Adds \$10,280.75 for a maximum grant award of \$5,803,779.60 No County General Funds are involved.
Funding Source	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 6
Duration	Effective date October 1, 2019 and terminates on September 30, 2021
Previous Board Action/Review	Approval of Amendment #6 on May 7, 2020.
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 and approval: April 21, 2020 County Risk Management review and approval April 29, 2020
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S7534

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 7 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, Preschool Promise, Health, Human Services and Business.

This Amendment #7 adds \$10,280.75 for a maximum value of \$5,803,779.60. It has been reviewed by County Counsel and Risk Management.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

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

Respectfully submitted,

 Beryl A. Cook, H3S Deputy / FOR

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 5803

**Amendment #7 to
Agreement #5803**

This is Amendment No. 7 to Agreement No. 5803 (“Agreement”) between the State of Oregon, by and through its Department of Administrative Services, Procurement Services, acting on behalf of the Department of Education (“ODE”), Early Learning Division (“ELD”) and the Early Learning Council (“ELC”) and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-650-5678
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as “County,” each a “Party” and collectively “Parties.”

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division
700 Summer Street NE #350
Salem, Oregon 97301
Agreement Administrator: Denise Swanson or delegate
Telephone: 503-798-7120
E-mail address: Denise.Swanson@state.or.us**

This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

I. AMENDMENT

The Agreement is amended as follows (deleted language is indicated by ~~strikethrough font~~; new language is indicated by **underlined and bold font**):

AGREEMENT, Section 3

3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$5,793,498.85~~ **\$5,803,779.60**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

EXHIBIT A, Part 2, Payment and Financial Reporting

See revised EXHIBIT A, Part 2, Payment and Financial Reporting, attached to this Amendment.

- II.** Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- III. Certification.** The individual signing on behalf of County hereby:
- a.** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;
 - b.** Certifies that, to the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
 - c.** Certifies that County has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
 - d.** Certifies that County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
- IV.** County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to

ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

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.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

V. Signatures.

Clackamas County:

By:

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services:**

By: Cort Dokken

Authorized Signature

Title: Procurement Manager

Date

State of Oregon, acting by and through its Department of Education:

By:

Authorized Signature

Title:

Date

Approved for Legal Sufficiency: Not Required.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions

- a. As consideration of services provided by County during the period specified in Agreement Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

- (1) Beginning January 1, 2016 through June 30, 2017:
\$27,438.68 per month for Hub Coordination
- (2) Beginning June 01, 2017 through June 30, 2017:
\$36,615.28 lump sum for Hub Coordination in addition to the amounts identified in this Exhibit A, Part 2.1.a.1

- (3) Beginning July 1, 2017 through September 30, 2017:
\$26,498.50 per month for Hub Coordination

Beginning October 1, 2017 through June 30, 2019:
\$25,606.38 per month for Hub Coordination

Beginning July 1, 2019 through September 30, 2019:
\$25,363.00 per month for Hub Coordination. Any unspent funds for this time period may be expended from February 1, 2020 through June 30, 2021 with ELD's prior written approval.

Beginning October 1, 2019 through June 30, 2021:
\$25,363.00 per month for Hub Coordination

Beginning July 1, 2021 through September 30, 2021:
\$25,363.00 per month for Hub Coordination

- (4) Beginning July 1, 2016 through June 30, 2017:
\$1,249.33 per month for Preschool Promise Coordination

Beginning July 1, 2017 through September 30, 2017:
\$1,547.25 per month for Preschool Promise Coordination

Beginning October 1, 2017 through June 30, 2018:
\$1,836.03 per month for Preschool Promise Coordination

Beginning July 1, 2018 through June 30, 2019: