

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Subrecipient Agreement with
Children's Center to provide Child Abuse Medical Assessments

Purpose/Outcome	Children's Center will conduct child abuse medical assessments to children suspected of being abused. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.
Dollar Amount and Fiscal Impact	This agreement is for \$181,800.
Funding Source	Clackamas County General Funds
Duration	July 1, 2021 to June 30, 2022
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/24/21, KR
Procurement Review	Was the item processed through Procurement? No. Local Sub-Recipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC-10143

BACKGROUND:

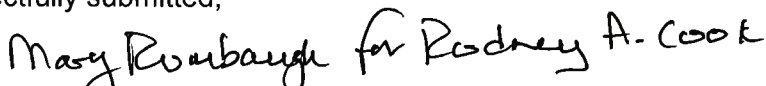
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Children's Center. Children's Center is a non-profit child abuse intervention center accredited by the National Children's Alliance, committed to research-supported practice, and is accountable to national standards that inform their work. Funding will provide child abuse medical assessments. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$181,800.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Interim 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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10143	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Jessica Duke	<input type="checkbox"/> Revenue
	Program Contact: VanDyke, Sarah	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Children's Center

CONTRACT AMOUNT: \$181,800.00

TYPE OF CONTRACT

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?


No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Monday, May 24, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: May 25, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Children's Center

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Children's Center will conduct child abuse medical assessments on children suspected of being abused and conduct hair testing on children to provide information about drug exposure. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.

H3S CONTRACT NUMBER: 10143

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10143	
Program Name: Child Abuse Medical Assessment Program/Project Number: CFCC 10143	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Children's Center (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nicole Unck	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Leslie Everson	Program Representative: Karen Rush
Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 leslie@childrenscentercc.org	Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 karenrush@childrenscentercc.org
FEIN: 75-3027143	

RECITALS

1. Child abuse is defined as a physical injury, general and/or severe neglect, sexual abuse, sexual assault, exploitation, emotional, maltreatment and or willful harm or endangerment. Without treatment, child victims of abuse are likely to suffer long-term trauma that can adversely affect the course of their lives. During the 2019-2020 fiscal year, Children's Center provided medical examinations for 470 Clackamas County children who were suspected victims of abuse or neglect.
2. Children's Center (SUBRECIPIENT) is a private, non-profit child abuse intervention center accredited by the National Children's Alliance. It supports Clackamas County children and families experiencing suspected physical abuse, sexual abuse, emotional abuse and neglect, including drug endangerment and witness to violence.
3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to provide child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. Children's Center is the only agency located in Clackamas County able to provide this unique and specialized service to children and families in crisis due to child abuse. It has demonstrated the capacity and expertise to provide services outlined in this agreement.

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

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBRECIPIENT 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, 2021** and not later than **June 30, 2022**, 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. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT 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 **\$181,800**.
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. **SUBRECIPIENT 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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** SUBRECIPIENT 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. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT 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 SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT 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 SUBRECIPIENT 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.** SUBRECIPIENT 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, 2022), 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.

- i) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 SUBRECIPIENT 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 and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT 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 SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT 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) SUBRECIPIENT acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **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, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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, SUBRECIPIENT shall obtain at SUBRECIPIENT 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.

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 SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

Children's Center
1713 Penn Lane
Oregon City, OR 97045

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Karen Rush, Executive Director

Signing on behalf of the Board:

By: _____
Tootie Smith, Clackamas County Chair

Dated: 5/25/21

Dated: _____

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

EXHIBIT A-1: SCOPE OF WORK

Program Description

Work to be conducted through this funding includes child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. The children and their families will be connected to other treatment, as appropriate.

36 children and their families will be served:

- Children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases.
- Children will receive a professional forensic child interview, characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure of specific information obtained.
- Children and their families will be referred to appropriate treatment per linkage agreements with treatment partners.

Outcomes

- 100% of children served will have complete medical examination documentation in their file.
- 95% of families will report satisfaction with the quality of assessment.
- Will report percentage of cases seen at the Center that involved families impacted by domestic violence.

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

Exhibit A-2 Work Plan Quarterly Report

Children, Family and Community Connections - Prevention Division		Exhibit A-2: FY 21-22 Work Plan Quarterly Report						
Provider: Children's Center		Activity : Child abuse assessments						
Contact: Karen Rush		Period: July 1, 2021 - June 30, 2022						
Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul- Sept 2021	Oct- Dec 2021	Jan- Mar 2022	Apr- Jun 2022	Total		
By June 30, 2022 , a minimum of 36 children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases.	100% of children examined will have medical exam documentation in their file.					0		
	95% of families will report satisfaction with quality of assessments as measured by Client Surveys.					0		
	Reported quarterly.					0		
By June 30, 2022 , Children's Center funding from other sources will allow for approximately 360 additional children to receive complete medical assessment and examination to determine possible abuse and/or the need for further treatment.	Reported quarterly.					0		
The % of families using Center services that are impacted by domestic violence.	Reported quarterly.					0		
						0		

EXHIBIT A-3: CLIENT FEEDBACK SURVEY

Children's Center will submit a client feedback survey report along with the Work Plan Quarterly Report once per quarter.

The report will summarize responses from those using Center services and will include the following questions:

- The staff members from the Center were friendly and pleasant.
- The Center staff provided me with resources to support my child and respond to his or her needs in the days and weeks ahead.
- Program staff were knowledgeable and respectful.
- My cultural/ethnic background was respected.

EXHIBIT B: PROGRAM BUDGET

Exhibit B: Program Budget		
<p><i>County agrees to pay a total of \$181,800 annually for child abuse medical assessment over the duration of the Agreement. This amount is based on Children's Center conducting an estimated 3 child abuse medical assessments per month paid at a rate of \$5,050 per child assessment conducted.</i></p>		
Recipient:	Children's Center	Agreement: CFCC-10143
Address:	1713 Penn Lane	
	Oregon City, OR 97045	
Contact Person:	Leslie Everson	
Phone Number:	503-655-7725	
E-mail:	leslie@childrenscenter.cc	
Funding for FY21-22	Description	
\$181,800.00	County General Fund	
Senior Program Planner:	Sarah Van Dyke	
Department/Division:	H3S/Children, Family and Community Connections	
Phone:	503-557-5829	
E-mail:	svandyke@clackamas.us	

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September Due October 15, 2021
- October – December Due January 15, 2022
- January – March Due April 15, 2022
- April – June Due July 15, 2022

Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.

EXHIBIT D-1: REQUEST FOR REIMBURSEMENT

Exhibit D-1: Request for Reimbursement			
Recipient:	Children's Center	Agreement #: 10143	
Address:	1713 Penn Lane		
	Oregon City, OR 97045		
Contact Person:	Leslie Everson - Controller		
Phone Number:	503-655-7725		
E-mail:	leslie@childrenscenter.cc		
Grant Award Amount - assessments	Current Reimbursement Request	Previously Requested	Balance
\$ 181,800.00	\$ -	\$ -	\$ 181,800.00
Request submitted by:			
		Authorized Agency Representative	Date
Instructions:			
Recipient will submit a monthly Request for Reimbursement with an authorized signature using this form.			
Request for reimbursement will be submitted by the 15th of the month for the previous month.			
Reimbursement for assessments shall be based on a rate per assessment of \$5,050 -- 3 assessments per month (36 total for the year) at \$15,150 per month as authorized in Exhibit B of this Agreement. Reimbursement shall not exceed \$181,800..			
Recipient agrees to keep accounting records consistent with generally accepted accounting principles, and further agrees to make these record available for review by County personnel, if necessary.			
Requests for Reimbursement are subject to review and approval of the Senior Program Planner and Division Fiscal Representative. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.			
Requests for Reimbursement shall be submitted electronically along with the Monthly Activity Report to:			
Sarah Van Dyke/Senior Program Planner		Stephanie Radford/Fiscal Rep.	
svandyke@clackamas.us		sradford@clackamas.us	

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

July 1, 2021 through June 30, 2022

Agency: Children's Center

Funded Service: Child abuse medical assessments

Program Contact: Karen Rush

Contact Info: karenrush@childrenscenter.cc

This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of children (0-6 years):

Number of children (6+ years):

Case numbers:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Compelling story or illustration of program success:

Person(s) completing this form:

Date:

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with
Community Living Above to provide
Youth marijuana and substance abuse prevention efforts in West Linn/Wilsonville.

Purpose/Outcome	Community Living Above (CLA) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high school students.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2021 through June 30, 2022
Previous Board Action/Review	072320-A5
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 5/20/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 971-533-4929
Contract No.	CFCC -9095

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Community Living Above (CLA). CLA is a community-based coalition that engages, educates, and empowers individuals, youth, and their families in drug and alcohol prevention in the West Linn/Wilsonville school district. The agreement will 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/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2022 and adds \$30,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

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 Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rowanburgh for Rodney A. Cook
Rodney A. Cook
Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9095	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Jessica Duke	<input type="checkbox"/> Revenue
	Program Contact: Elizabeth White	<input checked="" type="checkbox"/> Amend # 3 \$ \$30,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Monday, June 21, 2021

CONTRACT WITH: Community Living Above

CONTRACT AMOUNT: \$120,000.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|--|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____ | <input checked="" type="checkbox"/> Biennium _____ - _____ |
| <input checked="" type="checkbox"/> Other _____ - _____ | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: _____

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager

Date: June 1, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Community Living Above

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/21/2021

PURPOSE OF

CONTRACT/AGREEMENT: Community Living Above (CLA) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high school students.

Community Living Above will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community normss around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high-school students.

H3S CONTRACT NUMBER: 9095

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9095

Board Order Number: 072320

Department/Division: H3S-CFCC

Amendment No. 3

Local Recipient: Community Living Above

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Community Living Above will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

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 \$120,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

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, 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.

TO READ:

1. **Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, 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.** 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.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$120,000.**

REPLACE:

Exhibit B: Community Living Above – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET	
Organization: Community Living Above	
Program Name: Youth Substance Abuse Prevention	9095 Amend 3
Program Contact: Pam Pearce	
Agreement Term: 12/1/2018 - 6/30/2022	
Approved Award Budget Categories	Requested Budget 7/1/21-6/30/22
Personnel Services	
.50 FTE	\$ 10,140.00
Fringe (payroll taxes, workers comp)	\$ 2,037.00
Total Personnel Services	\$ 12,177.00
Administration	
Payroll	\$ 660.00
Liability Insurance	\$ 2,873.00
Quickbooks software	\$ 840.00
Capacity Building (newsletter, marketing of events, website support)	\$ 7,000.00
Program Supplies	
Meeting Food/Refreshments	\$ 1,800.00
Promotional SWAG	\$ 500.00
Promotional events, Educational Materials	\$ 1,100.00
Campaign "Parents Who Host Lose the Most"	\$ 700.00
Resource Directory	\$ -
TAB Graduation Event	\$ 750.00
Office supplies (mtg exp, supplies, copies, program materials)	\$ 500.00
Training/Conference	\$ 1,100.00
Total Programmatic Costs	\$ 17,823.00
Total Approved Budget	\$ 30,000.00

ADD:

Exhibit C-1: Community Living Above – YSAP Request for Reimbursement July '21 – June '21

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)		Contract #: 9095 - Amend 3		
Address: 2600 Lexington Terrace West Linn, OR 97068		Payment request is for:		
Contact Person: Pam Pearce				
Phone Number: 503-719-2057				
E-mail: communitylivingabove@gmail.com				
Budget Category	Budget	Projected Costs July-Sept '21	Received To Date	Balance
<u>Personnel</u>				
50 FTE	\$ 10,140.00		\$ -	\$ 10,140.00
Fringe (payroll taxes/workers comp)	\$ 2,037.00		\$ -	\$ 2,037.00
Total Personnel	\$ 12,177.00		\$ -	\$ 12,177.00
<u>Administration</u>				
Payroll	\$ 660.00		\$ -	\$ 660.00
Liability Insurance	\$ 2,873.00		\$ -	\$ 2,873.00
Quickbooks Software	\$ 840.00		\$ -	\$ 840.00
Capacity Building (newsletter, marketing, website support)	\$ 7,000.00		\$ -	\$ 7,000.00
<u>Program Supplies</u>				
Meeting Food/Refreshments	\$ 1,800.00		\$ -	\$ 1,800.00
Promotional SWAG	\$ 500.00		\$ -	\$ 500.00
Educational Materials	\$ 1,100.00		\$ -	\$ 1,100.00
Campaign "Parents Who Host Lose the Most"	\$ 700.00		\$ -	\$ 700.00
TAB Graduation Event	\$ 750.00		\$ -	\$ 750.00
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 500.00		\$ -	\$ 500.00
Training/Conference	\$ 1,100.00		\$ -	\$ 1,100.00
Total Program	\$ 17,823.00		\$ -	\$ 17,823.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Detailed explanation of projected costs and associated activities:				
Prepared by: AMLOWE				
Authorized Signer: <i>Pam Pearce</i>				
Date: May 27, 2021				
Department Review:				
CFCC Program Planner Elizabeth White				
		Signature		Date

ADD:

Exhibit A-2: Community Living Above – Youth Substance Abuse Work Plan Quarterly Report July 1, 2021 – June 30, 2022

**Clackamas County – Children, Youth & Families
 Work Plan and Quarterly Report**

Provider: Community Living Above (CLA)
 Activity: Prevention Coalition Activities – Within the West Linn Contact: Pam Pearce
 Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Dec	Jan-Feb	Mar-Apr	May-June
<p>Community Assessment: A & D Assessment</p> <ul style="list-style-type: none"> 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 and encourage participation in Student Health Survey. Interview a minimum of 6 local stakeholders. Gather law enforcement-MIPs data, school suspensions and dropout rates, emergency room visits, juvenile court data, and treatment admission data. Develop parent survey using Pride. 	<p>Community Assessment (Report) completed by December 31, 2021.</p> <p>Report # of focus groups, # interviews, date assessment completed.</p>	# focus groups conducted			
<p>Student A & D Prevention Education</p> <ul style="list-style-type: none"> 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 increased knowledge about substance use disorder. Continue to support Sources of Strength Program in partnership with the West Linn Wilsonville School District. 	<p>85% of student participants will report increased knowledge as measured by post evaluation surveys.</p> <p>10% of the total middle school and high school population is aware of the Sources of Strength Program.</p>	# events # youth participants # survey responses # reporting increased knowledge			
<p>Community Education</p> <ul style="list-style-type: none"> Develop a social media campaign to build community awareness, including targeted communication to different sectors. Create and maintain a distribution list to strengthen and expand outreach and education activities. 	<p>Social media campaign launched by March 1, 2022.</p>	# of social media posts # of social media posts shared # of new contacts			
<p>Coalition Development</p> <ul style="list-style-type: none"> Ensure CLA Board and Coalition membership includes all 12 sectors as indicated by the Drug-Free Communities Support Program. Meet with the board and coalition representatives to establish a framework that strengthens collaboration and supports implementation of activities that prevent youth substance use. Provide education and training for each of the coalition sector representatives. 	<p>Board Roster CR Roster Meeting Minutes # CADCA Attendees</p>	# sectors represented on Board # Board meetings # CADCA attendees			

**Clackamas County – Children, Youth & Families
 Work Plan and Quarterly Report**

Provider: Community Living Above (CLA)
 Activity: Prevention Coalition Activities – Within the West Linn Contact: Pam Pearce
 Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul- Dec	Jan- Feb	Mar- Apr	May- June
<p>Student Engagement</p> <ul style="list-style-type: none"> 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. Work in partnership with schools to plan events focused on the prevention of substance use by youth. 	<p>90% of TAB students will report increased A & D knowledge</p> <p>Support two school sponsored events by June 30, 2022.</p>	# TAB lunch events			
<p>Parent Education</p> <ul style="list-style-type: none"> Host two Parent/Community Education Events: <ol style="list-style-type: none"> Awareness & Education Event – Fall <ul style="list-style-type: none"> - Coincides with WLHS back to school packet letter about CLA "Parents Who Host Lose the Most Campaign" - Spring - Obtain a minimum of 200 Parent Pledges to encourage youth to be substance free. Host 6 education, awareness, involvement events during the school year. 	<p>85% of parent participants will report increased knowledge and skills for talking to youth about A&D issues as measured by parents' survey</p>	# parent groups			
		# of parents pledging			
		# parents reporting increased knowledge and skills			

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

July 2021:

- Create work plan to achieve a clear understanding of local conditions related to youth substance use. This includes identification of strategies to leverage Coalition representation to strengthen and expand data collection across sectors.
- Identify monthly events, awareness opportunities, community support for monthly TAB meetings

August 2021:

- Cont'd from July: Create work plan to achieve a clear understanding of local conditions related to youth substance use.
- Schedule events for youth, parents, community events and activities.
- Begin planning social media campaign.

September 2021:

- Meet with PTSO/coalition groups to introduce Coalition work
- Plan and share parent education and awareness event (Fall)
- TAB lunch
- CLA Board Meeting
- Coalition Sector Representative Meeting
- Implement plan to gather data from identified sectors
- Coalition promotes Sources of Strength Campaign with WL High School

October 2021:

- TAB lunch
- Meet with PTSO/Coalition groups education and training
- CLA Board Meeting
- Parent Community substance use/high risk behavior prevention/awareness event
- Cont'd gather data from sectors
- Coalition support/meeting of Sources of Strength Campaign with WL High School

November 2021:

- TAB lunch
- Meet with PTSO/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Representative Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

December 2021:

- TAB lunch
- Meet with PTSO/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

January 2022:

- TAB lunch
- Parent/Community Education & awareness event
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

February 2022:

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

March 2022:

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support of Sources of Strength Campaign with WL High School

April 2022:

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Parents Education Event – Parents who Host campaign implementation
- Coalition support of Sources of Strength Campaign with WL High School

May 2022:

- TAB lunch Celebration/Graduation
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Meeting
- Parents who Host Campaign
- Coalition support of Sources of Strength Campaign with WL High School

PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Community Living Above will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Community Living Above will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- July 1 – September 30, 2021 due October 15, 2021
- October 1 – December 31, 2021 due January 15, 2022
- January 1 – March 31, 2022 due April 15, 2022
- April 1 – June 30, 2022 due July 15, 2022

The Final Performance Report should be submitted no later than July 15, 2022

In addition to the Quarterly Performance Reports, Community Living Above must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities Community Living Above must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

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

May 27, 2021

Date: _____

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

June 24th, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #2 with
Todos Juntos to provide Kindergarten Readiness Partnership & Innovation Services

Purpose/Outcome	Todos Juntos will implement Summer Extension programs to include, JumpStart, a kindergarten readiness program, community-based workshops and community events to families and young children to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$67,630 for a maximum value of \$286,341 and extends the end date to September 30, 2021. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division - Kindergarten Innovation Partnership Summer Extension
Duration	This amendment is effective July 1, 2021 for services ending September 30, 2021.
Previous Board Action/Review	070920
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/27/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9473

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Amendment #2 with Todos Juntos to provide Kindergarten Partnership Innovation Summer Extension services to families and kindergarten-aged children in the Oregon Trail and Estacada School Districts of Clackamas County. Todos Juntos will provide culturally responsive-programs dedicated to help transition families and young children into kindergarten.

This Local Subrecipient Grant Agreement Amend #2 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2021. This Agreement has a maximum value of \$286,341.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbough for Rodney A. Cook

Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9473	Division:	CFCC
Board Order #:		Contact:	Radford, Stephanie
		Program Contact:	Radford, Stephanie
		<input checked="" type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	2 \$ \$67,630.00
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Todos Juntos

CONTRACT AMOUNT: \$286,341.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	-	<input type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upon Signature	-	<input type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	7/1/2021 - 9/30/2021	<input type="checkbox"/> Retroactive Request?	-

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

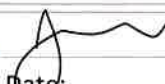
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Thursday, May 27, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: June 1, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Todos Juntos

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Todos Juntos will implement JumpStart, a kindergarten readiness program, community-based workshops and community events to families with children ages 0-6 to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts. The amendment extends the end date and adds another year of funding.

Amend #2 adds funds to include Kindergartet Partnership Innovation Summer Extension services to families and kindergarten-aged children within the Oregon Trail and Estacada School Districts of Clackamas County.

H3S CONTRACT NUMBER: 9473

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Recipient Agreement Number: 9473

Board Order Number: 070920

Department/Division: H3S-CFCC

Amendment No. 2

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work to include Kindergarten Partnership Innovation Summer Extension services to families and kindergarten-aged children within the Oregon Trail and Estacada School Districts of Clackamas County.

Maximum compensation is increased by \$67,630 for a revised maximum of \$286,341. The amendment becomes effective when it is fully executed for services July 1, 2021 through September 30, 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:

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, 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.

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 ***Amendment*** may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than ***July 1, 2021 and not later than September 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.

AMEND:

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is \$218,711.

TO READ:

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is **\$286,341**.

AMEND:

- k) **Record Retention.** SUBRECIPIENT 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.

TO READ:

- k) **Record Retention.** SUBRECIPIENT 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 (**September 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.

REPLACE:

Exhibit A-2 Work Plan and Quarterly Report

WITH:



Provider: Todos Juntos
 Activity: Kindergarten Partnership Innovation
 Service Region: Oregon Trail & Estacada School Districts

Focus Issue: Kindergarten Partnership Innovation (KPI)
 HLO: Kindergarten Readiness
 Healthy, Stable, Attached Families
 Aligned, Coordinated, and Family Centered Early Learning System

Contract Period: July 1, 2021 through September 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	July 2021	August 2021	September 2021	TOTAL
Jump Start Programs					
By September 30, 2021, a minimum of 10 children will participate in one 2 week kindergarten Jump Start program in partnership with River Mill Elementary School. This will be an in person, 4 hour, 4 day a week activity for incoming kindergarten children.	85% of children are connected to their local elementary school and kindergarten registration information 75% of children will attend at least 85% of the program hours offered. 75% of children will show an increase in pro social behaviors and kindergarten readiness (based on classroom teacher observation)				
	# of Children Served				
	# of Children Assessed				
	% of children connected to local school				
	% of children attending at least 85% of program hours offered				
	% of children showing increase in school readiness				
Me & My Playgroups & Family Engagement Events					

<p>By September 30, 2021 40 unduplicated families will participate in weekly community based playgroups/story hours</p>	<p>85% of parents will report their child gained social and/or academic skills through playgroup participation.</p>	<p># of parents attending playgroups</p> <p># of NEW parents attending playgroup</p> <p># of parents assessed</p> <p># of parents reporting gain for their child</p> <p>% of parents reporting gain for their child</p>				
<p>Kindergarten Summer Camps</p>						
<p>By September 30, 2021 conduct a minimum of 3 one week long summer day camps for kindergarten aged children. These camps will serve a minimum of 24 children.</p>	<p>85% of children attending activities will show increased pro-social skills. (by teacher observation) 85% of children will have increased pre-kindergarten academic skills. (by teacher observation)</p>	<p># of summer camps held</p> <p># of children attending</p> <p># of children assessed</p> <p>% of children showing increased social skills</p> <p>% of children having increased academic skills</p>				

**Children, Family & Community Connections
Early Learning Hub of Clackamas County
Work Plan Summer 2021
Comments and Narrative**

Please provide updates on key strategies and programming. Include program successes and current challenges.

Reporting Period	Narrative
July 2021	
August 2021	
September 2021	

Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton (chamilton@clackamas.us), Stephanie Radford (sradford@clackamas.us)

Monthly Report & Demographic Data Form & Project Testimonial

- **Please submit completed report including demographic information and reimbursement request by October 15, 2021.**

Testimonial or story

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by October 15, 2021 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

REPLACE:

Exhibit B: Budget Todos Juntos KPI

WITH:

Exhibit B: BUDGET - KPI summer extension request		
Contractor:	Todos Juntos	
Address:	PO Box 645 Canby, OR 97013	
Contact Person:	Shawna Johnson	
Phone Number:	503.341.3381	
E-mail:	shawnaj@todos-juntos.net	
Contract Term:	July 1, 21 through Sept. 30th, 2021 Summer Funding	
Contract #:	9473 Amend 2	
Budget Category	Approved Budget (July 1, 2021-Sept 30, 2021)	Match
Personnel		
Program Director (.23 FTE)	\$ 5,000.00	Not required on this Agreement
Estacada Community engagement & P3 coordinator (Julie	\$ 8,500.00	
Sandy programs Support Staff - April (.5 FTE KPI/ .5 FTE ODE)	\$ 5,400.00	
Estacada Site Coordinator (Ann .4 FTE KPI and .6 FTE Ode	\$ 5,000.00	
Summer Activitiy Support Staff (Cat and Tanner 20 hours a	\$ 4,320.00	
Summer teacher staff (\$25/hr 6 teachers @ 6 weeks @ 24	\$ 21,600.00	
Summer Playgroup Supervisor and Developer (Vanessa)	\$ 1,500.00	
Taxes & Fringe @ .11%	\$ 5,480.20	
Total Personnel	\$ 56,800.20	
Administration		
Administration	\$ 5,680.02	
Total Administration	\$ 5,680.02	
Program		
Materials, Curriculum & Supplies	\$ 4,000.00	
Insurance	\$ 800.00	
Mileage	\$ 350.00	
Total Program	\$ 5,150.00	
Total Budget	\$ 67,630.22	

REPLACE: Exhibit D-1 Todos Juntos Reimbursement Request

With:

Exhibit D-1: KPI REIMBURSEMENT REQUEST				
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) . 				
Contractor: Todos Juntos - KPI Summer Extension Address: PO Box 645 Canby, OR 97013 Contact Person: Shawna Johnson Phone Number: 503.341.3381 E-mail: shawnaj@todos-juntos.net Contract Period: July 1, 2021 to September 30,2021		Report Period:	Contract 9473 Amend 2	
Budget Category	Approved Budget July 1 '21-Sept 30 '21)	Current Draw Request	Previously Requested	Balance
Personnel				
Program Director (.23 FTE)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Estacada Community engagement & P3 coordinator (Julie Syring .75 FTE \$34,00)	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
Sandy programs Support Staff - April (.5 FTE KPI/.5 FTE ODE)	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
Estacada Site Coordinator (Ann .4 FTE KPI and .6 FTE Ode \$50K)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Summer Activity Support Staff (Cat and Tanner 20 hours a week 6 weeks X \$18/hr)	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
Summer teacher staff (\$25/hr 6 teachers @ 6 weeks @ 24 hours a week)	\$ 21,600.00	\$ -	\$ -	\$ 21,600.00
Summer Playgroup Supervisor and Developer (Vanessa)	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Taxes & Fringe @ .11%	\$ 5,480.20	\$ -	\$ -	\$ 5,480.20
Total Personnel	\$ 56,800.20	\$ -	\$ -	\$ 56,800.20
Administration				
Administration (10% of personnel)	\$ 5,680.02	\$ -	\$ -	\$ 5,680.02
Total Administration	\$ 5,680.02	\$ -	\$ -	\$ 5,680.02
Program				
Materials, Curriculum & Supplies	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00
Mileage	\$ 350.00	\$ -	\$ -	\$ 350.00
		\$ -	\$ -	\$ -
Total Program	\$ 5,150.00	\$ -	\$ -	\$ 5,150.00
Total Grant Funds Requested	\$ 67,630.22	\$ -	\$ -	\$ 67,630.22
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				

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
Eric Johnston, Director

5-28-2021

Date: _____

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Clackamas Women’s Services
for Shelter/Advocacy and Crisis Domestic Violence Services

Purpose/Outcomes	Clackamas Women’s Services (CWS) works to ensure that individuals and families have equal access to community resources. CWS provide emergency shelter housing, 24-hour crisis line support, and advocacy services to survivors of domestic violence.
Dollar Amount and Fiscal Impact	This agreement is for \$214,696.
Funding Source	County County General Funds
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/25/21, KR
Procurement Review	Was the item processed through Procurement? No. Local Sub-Recipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC-10142

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Local Subrecipient Grant Agreement with Clackamas Women’s Services. Clackamas Women’s Services (CWS) has been providing services to Clackamas County families since 1985. CWS works to ensure that individuals and their families have equal access to community resources. Their innovative and ground-breaking approach to assisting survivors of domestic violence includes a “Village Model” of shelter care, housing-first needs of participants, and the utilization of trauma informed practices throughout their organization.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$214,696.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

May Rumbaugh for Rodney A. Cook
Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10142	Division:	CFCC
Board Order #:		Contact:	Jessica Duke
		Program Contact:	VanDyke, Sarah
		<input checked="" type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Clackamas Women's Services

CONTRACT AMOUNT: \$214,696.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	-	<input checked="" type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	-	<input checked="" type="checkbox"/> Retroactive Request?	-

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:
Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 25, 2021
OR
 This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Mar
Date: June 1, 2021

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
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AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas Women's Services

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas Women's Services (CWS) will provide emergency safe shelter, housing, advocacy, support groups and services with 24-hour crisis line to survivors of domestic violence in Clackamas County.

H3S CONTRACT NUMBER: 10142

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10142	
Program Name: Clackamas Women's Services – Shelter, Advocacy and Crisis Services Program/Project Number: CFCC-10142	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Clackamas Women's Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nicole Unck	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5810 melissae@cwsor.org
FEIN: 92-0900119	

RECITALS

- Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
- Clackamas Women's Services has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources. The organization provides support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

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

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT 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, 2021** and not later than **June 30, 2022**, 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. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT 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 COUNTY will pay is **\$214,696**.
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. **SUBRECIPIENT 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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and

accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** SUBRECIPIENT 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. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT 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 SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. 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 SUBRECIPIENT 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.** SUBRECIPIENT 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, 2022), 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.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 COUNTY's right, but not obligation, to withhold SUBRECIPIENT 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 and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT 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 SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT 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) SUBRECIPIENT acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **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, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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, SUBRECIPIENT shall obtain at SUBRECIPIENT 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. 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 SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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 COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind tCOUNTY 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

SUBRECIPIENT 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 SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull



By: _____
Melissa Erlbaum, Executive Director

Signing on behalf of the Board:

By: _____
Tootie Smith, Clackamas County Chair

Dated: _____ June 1, 2021 _____

Dated: _____

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

EXHIBIT A-1: SCOPE OF WORK

Through this project, between July 1, 2021 and June 30, 2022, Clackamas Women's Services will provide emergency shelter housing, 24-hour crisis line support, and advocacy services to participants of Clackamas County.

Clackamas Women's Services will provide ongoing support to victims including:

- Emergency shelter;
- Crisis line services;
- Crisis support;
- Short and long-term safety planning;
- Information & referrals;
- Advocacy and emotional support;

Outputs:

- 54 households will receive shelter
- 270 individuals will receive crisis support
- 24-hour Crisis Line will be staffed by trained advocates

Outcomes

- 85% of shelter heads of households will report that after working with CWS they have a safety plan and have new options for staying safe
- 85% of shelter participants who reside in shelter 14 days will exit into safe and stable housing
- 85% of those receiving crisis support services will report that because of the service they know more about available resources and how to access them to stay safe

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

Exhibit A-2 Work Plan Quarterly Report

Children, Family and Community Connections Exhibit A-2: FY 21-22 Work Plan Quarterly Report Provider: Clackamas Women's Services Contact: Melissa Erlbaum/Amy Doud		Period: July 1, 2021 - June 30, 2022 Activity: Shelter/Advocacy/Crisis		Jan- Sep 2021	Oct- Dec 2021	Jan- Mar 2022	Apr- May 2022	Total																																																																																										
Intermediate Outcomes/Measurement Tool																																																																																																		
Activities/Outputs																																																																																																		
SHELTER SERVICES By June 30, 2022, CWS will provide shelter beds/emergency shelter to a minimum of 54 unduplicated head of households.		<table border="1"> <tr> <td># of individual adults receiving shelter</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># of children receiving shelter</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># new households entering shelter</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># households turned down for shelter due to a lack of capacity</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Average length of shelter stay in # of nights</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Longest length of shelter stay in # of nights</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># total shelter nights</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># households exiting shelter after 14 days</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td># household exiting into safe and stable housing after 14 days in shelter</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>% household exiting into safe and stable housing</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>							# of individual adults receiving shelter								0	# of children receiving shelter								0	# new households entering shelter								0	# households turned down for shelter due to a lack of capacity								0	Average length of shelter stay in # of nights								0	Longest length of shelter stay in # of nights								0	# total shelter nights								0	# households exiting shelter after 14 days								0	# household exiting into safe and stable housing after 14 days in shelter								0	% household exiting into safe and stable housing								
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54 unduplicated households will be sheltered.		<table border="1"> <tr> <td># of households exiting shelter who report having a safety plan and have new options to stay safe</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>% of households exiting shelter who report having a safety plan and have new options to stay safe</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>							# of households exiting shelter who report having a safety plan and have new options to stay safe								0	% of households exiting shelter who report having a safety plan and have new options to stay safe																																																																																
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85% of shelter households will report that after working with CWS, they have a safety plan and have new options on how to stay safe.																																																																																																		

CRISIS LINE						
<p>By June 30, 2022, CWS will utilize trained staff to provide 24-hour crisis line support (including: safety planning, crisis intervention, information/referral using interpretive services) to survivors of domestic violence, sexual assault and stalking as well as information, support and consultation to friends/family and community partners.</p>	# of calls receiving crisis/support services					0
	# of callers receiving resources/referral					0
	# calls for support/consultation (friends/family, other professionals)					0
	# of calls TOTAL					0
CRISIS SUPPORT						
<p>By June 30, 2022 CWS will provide crisis support to 270 individuals</p>	85% of persons receiving crisis support services will report that because of the service, they know more about available resources and how to access them to stay safe (self-report).					0
	# participants reporting they know more about available resources and how to stay safe					0
	% reporting that they know about more resources and how to access them to stay safe					

EXHIBIT A-3: CLIENT FEEDBACK SURVEY

Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.

Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Program staff was knowledgeable and respectful <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. My cultural/ethnic background was respected <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. What could we do to improve this service? _____				

Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo	Completamente en desacuerdo
1. Este servicio me ayudo <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. El personal del programa tenía conocimiento y fue respetuoso <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Mi cultura/ origen étnico fue respetado <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. ¿Que podríamos hacer para mejorar? _____				

Client Feedback Report

Agency: Clackamas Women's Services
Program: Shelter, Advocacy, Crisis Services
Period Covered:
Number of Surveys Distributed:
Number of Surveys Returned:

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

EXHIBIT B: PROGRAM BUDGET

EXHIBIT B: PROGRAM BUDGET			
Organization:	<i>Clackamas Women's Services</i>	Contract #	10142
Funded Program Name:	<i>Shelter, Advocacy, and Crisis Services</i>		
Program Contact:	<i>Melissa Erlbaum</i>		
Agreement Term:	<i>July 1, 2021 - June 30, 2022</i>		
		Approved Award Amount	Approved Match Amount
Approved Award Budget Categories			
Personnel (List salary, FTE & Fringe costs for each position)			<i>No match is required on this award</i>
Shelter Case Manager (2.0 FTE) Salary is \$52,500 annual per FTE		\$105,000.00	
Benefits are \$14,405 annual per FTE		\$28,810.00	
Shelter Coordinator (.10 FTE) Salary is \$63,000 annual per FTE		\$6,300.00	
Benefits are \$16,190 annual per FTE		\$1,619.00	
Total Personnel Services		\$141,729.00	
Administration			
Indirect Cost Rate (19%)		\$26,929.00	
Supplies			
Program Supplies		\$15,538.00	
Travel			
Conferences and Training		\$2,000.00	
Mileage		\$3,500.00	
Additional (please specify)			
Translation (Shelter/Crisis)		\$5,000.00	
Client Aide (Shelter/Crisis)		\$20,000.00	
Total Programmatic Costs		\$72,967.00	
Total Grant Costs		\$214,696.00	

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September Due October 15, 2021
- October – December Due January 15, 2022
- January – March Due April 15, 2022
- April – June Due July 15, 2022

Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.

EXHIBIT D-1: REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <ul style="list-style-type: none"> • <i>Request for Reimbursement with an authorized signature</i> • <i>General Ledger backup to support the requested amount</i> • <i>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).</i> 				
<p>Contractor: Clackamas Women's Services</p> <p>Address: 256 Warner Milne Rd Clackamas, OR 97045</p> <p>Contact Person: Melissa Erlbaum</p> <p>Phone Number: 503-557-5810</p> <p>E-mail: melissae@cwsor.org</p>			Contract #:	10142
			Report Period:	
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Shelter Case Manager (2.0 FTE) Salary is \$52,000 annually	\$ 105,000.00	\$ -	\$ -	\$ 105,000.00
Benefits are \$14,405 annual per FTE	\$ 28,810.00	\$ -	\$ -	\$ 28,810.00
Shelter Coordinator (.10 FTE) Salary is \$63,000 annually	\$ 6,300.00	\$ -	\$ -	\$ 6,300.00
Benefits are \$16,190/FTE	\$ 1,619.00	\$ -	\$ -	\$ 1,619.00
Total Personnel	\$ 141,729.00	\$ -	\$ -	\$ 141,729.00
<u>Administration</u>				
Administration (Indirect Rate)	\$ 26,929.00	\$ -	\$ -	\$ 26,929.00
<u>Supplies</u>				
Program Supplies	\$ 15,538.00	\$ -	\$ -	\$ 15,538.00
<u>Travel</u>				
Conferences and Training	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Mileage	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
<u>Additional</u>				
Translation (Shelter/Crisis)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Client Aide (Shelter/Crisis)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Total Program	\$ 72,967.00	\$ -	\$ -	\$ 72,967.00
Total Budget	\$ 214,696.00	\$ -	\$ -	\$ 214,696.00
<p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i></p>				
CERTIFICATION				
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i></p>				
Prepared by:				
Authorized Signature:				
Date:				
Department Review:				
Program Manager:				
Signature:			Date:	
Finance Department Review				
Grant Accountant Initial/Date:				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

July 1, 2021 through June 30, 2022

Agency: Clackamas Women's Services
Funded Service: Shelter/Crisis
Program Contact: Melissa Erlbaum/Amy Doud
Contact Info: melissae@cwsor.org

*This report covers the fiscal year starting **July 1, 2021 through June 30, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. **Total number of participants served during the month with the funding allocated for this programming:**

Number of adult participants:
Number of children:
Number of unduplicated adults to date:

2. **Activities that were conducted during the month with the funding allocated for this programming:**

3. **Issues related to service delivery and how those issues were addressed.**

Person(s) completing this form:
Date:

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with
Northwest Family Services for youth marijuana and substance abuse prevention efforts in
North Clackamas Middle Schools

Purpose/Outcome	Northwest Family Services (NWFS) will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills and prevention abuse in North Clackamas middle schools.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$90,000 for a maximum value of \$360,000 and extends the end date to June 30, 2022.
Funding Source	Clackamas County Marijuana Tax Revenue
Duration	July 1, 2021-June 30, 2022
Previous Board Action/Review	090620-A2
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 5/25/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 971-533-4929
Contract No.	H3S #9093

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Northwest Family Services (NWFS) for youth marijuana and substance abuse awareness and prevention programs in North 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 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 #3 adds \$90,000 for a maximum value of \$360,000. The amendment becomes effective upon signature for services from July 1, 2021 through June 30, 2022. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Roubacek for Rodney A. Cook
Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9093	Division: CFCC	<input type="checkbox"/> Subrecipient
Board Order #:		Contact: Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact: McCrary, Brian	<input checked="" type="checkbox"/> Amend # 3 \$ \$90,000.00
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: NorthwestFamilyServices

CONTRACT AMOUNT: \$360,000.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

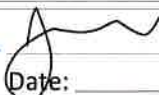
COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 25, 2021

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:

 Jessica E.A. Duke, Prevention Unit Manager
Date: May 26, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: NorthwestFamilyServices

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Northwest Family Services will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in North Clackamas middle and high school students.

Amendment #3 continues Youth Substance Abuse Prevention Services for NWFS to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills to middle school sites located in North Clackamas.

H3S CONTRACT NUMBER: 9093

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9093	Board Order Number: 080620
Department/Division: H3S-CFCC	Amendment No. 3
Local Recipient: Northwest Family Services	Amendment Requested By: Adam Freer
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 3 adds additional funds to continue Youth Substance Abuse Prevention services. Northwest Family Services will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

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 \$360,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

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, 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.

TO READ:

1. **Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, 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.** 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 \$270,000.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$360,000.**

REPLACE:

Exhibit B: Northwest Family Services – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET	
Organization: Northwest Family Services	
Program Name: Youth Substance Abuse Prevention - #9093 Amend 3	
Program Contact: Jenna Napier	
Agreement Term: July 1, 2021 to June 30, 2022	
Approved Award Budget Categories	Approved Budget 7/1/21 to 6/30/22
Personnel Services	
Middle School Prevention Specialist 1fte @ \$38k	\$ 38,000
Fringe at 24%	\$ 9,120
Program Supervision and Oversight .10fte @ \$68k	\$ 6,800
Fringe at 24%	\$ 1,632
Total Personnel Services	\$ 55,552.00
Administration	
Administration (Limited to 10% of total budget)	\$4,298
Program	
Materials/Supplies	
Phone	\$ 150.00
Mileage	
Total Programmatic Costs	\$ 4,448.00
Total Approved Budget	\$60,000.00

AND:

EXHIBIT B: RECIPIENT BUDGET - Vibrant Futures	
Organization: Northwest Family Services	
Program Name: Youth Substance Abuse Prevention - Vibrant Futures	Contract number: #9093 Amend 3
Program Contact: Rose Fuller	
Agreement Term: July 1, 2021-June 30, 2022	
Approved Award Budget Categories	Approved Award Amount
<u>Personnel Services</u>	
Personnel and Fringe - Prevention Coordinator .5 FTE @ 38,000/10 months	\$ 15,833.00
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00
Fringe	\$ 4,520.00
Total Personnel Services	\$ 23,353.00
<u>Administration</u>	
Administrative Costs (Limited to 10% of total budget)	\$ 2,727.00
<u>Program</u>	
Materials/Supplies	\$ 685.00
Mileage	\$ 1,225.00
Training/Conference	\$ 2,010.00
Total Programmatic Costs	\$ 6,647.00
Total Approved Budget	\$30,000.00

ADD:

Exhibit A-2: Northwest Family Services – Youth Substance Abuse Work Plan Quarterly Report July 1, 2021 – June 30, 2022

Provider: Northwest Family Services – Vibrant Futures Coalition
Activity: Marijuana Prevention
Contact: Abigail Wells
Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	# students participating	Jul Sept	Oct Dec	Jan- Mar.	April June	Total
By June 30, 2022, 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 - Will be inserted into family distribution bags that will be delivered throughout the district if we can't get into classrooms.	By June 30, 2022, 85% of student participants will receive and review with family.	# reporting increased knowledge, perception of harm					
By June 30, 2022, implement Marijuana/Vaping/Harm Reduction educational program with 200 7 th , 8 th or 9 th grade students at Clackamas Schools (HV, RC or Clack HS) (through virtual presentation and worksheet/action plan if needed).	By June 30, 2022, 85% of student participants will demonstrate increased knowledge by completing an action plan	% reporting increased knowledge, perception of harm					
By June 30, 2022, conduct 3 additional virtual presentations/informational sessions to parents, families, staff or students in the North Clackamas School District to increase knowledge and awareness about marijuana and/or harm reduction/safety strategies for youth. Or in-person if possible.	By June 30, 2022, 85% of participants will demonstrate increased knowledge about the harms of marijuana use as measured by post test after the virtual event	# students participating					
By June 30, 2022, provide Youth Leadership/Prevention boxes/materials to 25 teenagers at Unity Club, School Health Center, AVID, Youth Era, PhotoVoice and/or SAGA to develop resiliency and leadership skills and build Substance abuse prevention knowledge. Or hold leadership building events if possible.	By June 30, 2022, 75% of participants will demonstrate increased resiliency and leadership skills as measured by post virtual discussion.	# reporting increased knowledge					
	By June 30, 2022, 75% of participants will report increased knowledge about substance abuse prevention as measured by post virtual discussion.	% reporting, knowledge					
		# teens participating					
		# reporting increased resiliency, leadership skills					
		% reporting increased resiliency, leadership skills,					
		# teens participating					
		# reporting knowledge					
		% reporting knowledge					

<p>By June 30, 2022, expand VFC's marijuana safety station model to a minimum of 1 additional retail outlets in North Clackamas.</p>	<p>By June 30, 2022, increase the number of marijuana safety stations from 4 to 5 or more outlets in North Clackamas as measured by number of retail outlets implementing the model</p>	<p># outlets approached</p>							
<p>By June 30, 2022, collaborate with Oregon Impact, CCPC, and OCT or other area coalitions to create a minimum of 2 marijuana safety station toolkits to assist other communities to implement this strategy.</p>	<p>By June 30, 2022, promote the implementation of the toolkit model in other communities</p>	<p># outlets implementing</p>							
		<p># toolkits created</p>							
		<p># communities approached</p>							
		<p># communities implementing toolkit model</p>							

PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Northwest Family Services (NWFS) will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

NWFS will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021 | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022 | due April 15, 2022 |
| • April 1 – June 30, 2022 | due July 15, 2022 |

The Final Performance Report should be submitted no later than July 15, 2022

In addition to the Quarterly Performance Reports, NWFS must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. NWFS must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPLACE:

Exhibit D-1: Northwest Family Services – YSAP Reimbursement Request

WITH:

Exhibit D-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <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). 				
Organization: Northwest Family Services - YSAP program Contract #: 9093 Amend 3				
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 Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel & Fringe</u>				
Middle School Prevention Specialist 1fte @ \$38k	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00
Fringe at 24%	\$ 9,120.00	\$ -	\$ -	\$ 9,120.00
Program Supervision and Oversight .10fte @ \$68k	\$ 6,800.00	\$ -	\$ -	\$ 6,800.00
Fringe at 24%	\$ 1,632.00	\$ -	\$ -	\$ 1,632.00
Total Personnel	\$ 55,552.00	\$ -	\$ -	\$ 55,552.00
<u>Administration</u>				
Administration costs (limited to 10% of total budget)	\$ 4,298.00	\$ -	\$ -	\$ 4,298.00
<u>Program</u>				
Materials/Supplies	\$ -	\$ -	\$ -	
Phone	\$ 150.00	\$ -	\$ -	\$ 150.00
Mileage	\$ -	\$ -	\$ -	
				\$ -
		\$ -	\$ -	\$ -
Total Program	\$ 4,448.00	\$ -	\$ -	\$ 4,448.00
Total Grant Costs	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

AND:

Exhibit D-1 REQUEST FOR REIMBURSEMENT (Vibrant Futures)

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: Northwest Family Services (Vibrant Futures) **Contract #:** #9093 Amend 3
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 Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel & Fringe</u>				
Prevention Coordinator .50 FTE @ \$38,000/10 months	\$ 15,833.00	\$ -	\$ -	\$ 15,833.00
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Fringe	\$ 4,520.00	\$ -	\$ -	\$ 4,520.00
Total Personnel	\$ 23,353.00	\$ -	\$ -	\$ 23,353.00
<u>Administration</u>				
Administration costs (limited to 10% of total budget)	\$ 2,727.00	\$ -	\$ -	\$ 2,727.00
<u>Program</u>				
Materials/Supplies	\$ 685.00	\$ -	\$ -	\$ 685.00
Mileage	\$ 1,225.00	\$ -	\$ -	\$ 1,225.00
Training/Conference	\$ 2,010.00	\$ -	\$ -	\$ 2,010.00
	\$ -	\$ -	\$ -	\$ -
Total Program	\$ 6,647.00	\$ -	\$ -	\$ 6,647.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

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

AGENCY
Northwest Family Services
6200 SE King Rd.
Portland, OR 97222

By: Rose Fuller
Rose Fuller, Executive Director

Date: 5/26/2021

CLACKAMAS COUNTY
Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

June 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	NWFS will provide services for Children of Incarcerated Parents (CIP) to include parenting education and coaching to improve parenting skills of program participants, and support services and mentoring for children whose parents are involved in the justice systems. Parenting Inside Out (PIO) is a 12-week interactive series that highlights effective parenting skills and helps parents interact positively with their children. The classes also provide opportunities for families to locate services and support.
Dollar Amount and Fiscal Impact	This agreement is for \$122,000
Funding Source	County General Funds (\$72,000) Health Share of Oregon through Behavioral Health IAA 9714 (\$40,000) Clackamas County Juvenile Dept IAA (\$10,000)
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure equitable access to services
Counsel Review	This subrecipient grant agreement has been reviewed and approved by County Counsel on 5/25/21 KR
Procurement Review	Was this item processed through Procurement: No. Local Subrecipient grant award
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC-10145

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with NWFS to provide *Children of Incarcerated Parents* and *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.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$122,000.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary C. Evarbaugh for Rodney A. Cook

Rodney A. Cook, Interim Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10145	
Program Name: Northwest Family Services Children of Incarcerated Parents/Parenting Inside Out Program/Project Number: CFCC-10145	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nicole Unck	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Jacqueline Vargas
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 jvargas@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 Parents (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 SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT 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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, 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. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT 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 COUNTY will pay is **\$122,000**.
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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** SUBRECIPIENT 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. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT 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 SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. 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 SUBRECIPIENT 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.** SUBRECIPIENT 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, 2022), 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.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 COUNTY's right, but not obligation, to withhold SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT 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) SUBRECIPIENT acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.

- d) **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, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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, SUBRECIPIENT shall obtain at SUBRECIPIENT 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, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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 COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

Northwest Family Services
6200 SE King
Portland, OR 97222

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: _____
Tootie Smith, Clackamas County Chair

Dated: 5/27/2021

Dated: _____

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

EXHIBIT A-1: SCOPE OF WORK

Program Description

Youth (CIP):

- A minimum of 18 unduplicated core youth are referred by school, PreventNet, Homeless liaisons and other community partners will be met with a minimum of 6 times per quarter.
- A minimum of 14 core youth will be matched with a mentor to provide individual support services.

Adults (PIO):

- Conduct a minimum of 2 series of 12 classes at accessible times and locations with a minimum of 24 unduplicated adults representing 30 to 45 youth.
- Participating families will be linked to supportive community resources as identified.

Outcomes

Youth (CIP):

- 100% of referred youth will be contacted within one week of initial referral.
- 95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent.
- 85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors.
- 75% of youth identified as core youth will receive one-on-one mentoring support.
- 85% of youth linked to mentor will demonstrate positive change in pro-social and targeted behaviors.

Adults (PIO):

- 80% of parents will report gaining skills necessary to improve parenting.
- 80% of parents will report involvement in family court, limited parenting time, or system involvement (community corrections, justice system, or DHS/Child Welfare)
- 90% of the participants will report access to supportive community resources.

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections (CFCC) and include its logo. Media communications should also acknowledge CFCC.

Marketing materials reproduced using these grant funds must be submitted with quarterly reports.

Exhibit A-2 Work Plan and Quarterly Reports

**Children, Family & Community Connections Division
 Exhibit A: FY 21-22 Work Plan Quarterly Report**

Provider: Northwest Family Services

Contact: Rose Fuller, Director

Activity: Children of Incarcerated Parents

Contract Period: July 1, 2021 - June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Total				
		Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total
<p>By June 30, 2021, a minimum of 18 unduplicated core youth (referred by school, PreventNet, homeless liaisons and other community partners) will be met with bi-weekly, a minimum of 6 times per quarter.</p> <p>Intakes will be conducted, release forms collected, and families will be engaged.</p> <p>Children and family will meet with program staff twice per year to outline and measure goal planning.</p>	<p>100% of referred youth will be contacted within one week of initial referral. Youth will either be invited to join the program or informed of their place on a waiting list.</p> <p>95% of referred youth will have individualized case plans within 3 weeks of moving from wait list into core youth status.</p> <p>85% of the core youth will demonstrate positive change in prosocial skills and targeted behaviors.</p> <p><i>Measured by case notes and progress on their case plan goal achievement (homework completion, attendance, tardiness, grades, anti-social thinking/values/beliefs, substance use, aggressive behaviors, disruptive behaviors, runaway).</i></p>					
<p>By June 30, 2022, a minimum of 14 core youth will be matched with a mentor to provide individual support services.</p>	<p>75% of youth identified as core youth will receive one-to-one mentoring support</p> <p>85% of youth linked to a mentor will demonstrate positive change in prosocial and targeted behaviors.</p> <p>Measured by: case records and participation in the community pro-social activities.</p>					
	<p># of core youth served</p> <p># of new core youth served</p> <p># of core youth on waitlist</p> <p># of core youth closed</p> <p># Youth contacted within one week of referral</p> <p># Youth with an individualized case plan</p> <p># youth completed goal planning with family and staff</p> <p># Youth demonstrating positive change in prosocial skills and targeted behaviors</p> <p>% Youth demonstrating positive change in prosocial skills and targeted behaviors</p> <p># non-core youth receiving resource matching, participating in activities (ex sibling)</p> <p># core youth with history of domestic violence impacting their lives</p> <p>% core youth with history of domestic violence impacting their lives</p>					
	<p># Youth receiving one-on-one mentoring support</p> <p># Mentored Youth demonstrating positive change in prosocial and targeted behaviors</p> <p>% Youth demonstrating positive change in prosocial and targeted behaviors</p>					

Children, Family and Community Connections - Prevention
Exhibit A: FY 21-22 Work Plan Quarterly Report

Provider: Northwest Family Services
 Contact: Rose Fuller, Director

Shaded cells to be completed by CFCC

Activity: Parenting Inside Out

Contract Period: July 1, 2021 - June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total
<p>By June 30, 2022, conduct a minimum of 2 series of 12 classes at accessible times and locations with a minimum 12 unduplicated adults per series (24 unduplicated adults total) representing 30 to 45 youth.</p> <p>Conduct individual intakes/get releases. Offer classes. Graduation.</p> <p>Adults will be referred through a variety of ways: community corrections, DHS child welfare, attorneys, judges, self-referrals, etc</p>	<p>80% of parents will report gaining skills necessary to improve parenting.</p> <p>80% of participating parents will report one or more of the following:</p> <ul style="list-style-type: none"> System involvement (community corrections, justice system or DHS child welfare) Involved with family court (custody) Limited or no parenting time <p>Measured by attendance records, program records, Parenting Skills Ladder</p>					0
<p>By June 30, 2022, participating families will be linked to supportive community resources as identified.</p>	<p>90% of participants will report access to supportive community resources.</p> <p>Satisfaction survey.</p>					0
		# of series started				0
		# of series completed				0
		# class meetings				0
		# unduplicated parents participating				0
		# of parents involved with community corrections				0
		# of parents involved with DHS child welfare				0
		# of parents involved with family court (custody)				0
		# of parents that have been impacted by DV				0
		% of participating parents impacted by DV				0
		# of parents attending PIO due to DV				0
		% of parents attending PIO due to DV				0
		# of parents with no system involvement				0
		# of parents with limited parenting time				0
		# of parents with limited parenting time				0
		# of parents reporting participation will increase parenting time				0
		# parents assessed (survey)				0
		# parents reporting improved skills				0
		% parents reporting improved skills				0
		# children represented by parents participating in class				0
		# parents completing full series (attending 40 hours out of 48)				0
		# families referred to supportive community resources				0
		# families reporting access to supportive community resources				0
		% families accessing supportive community resources				0

Additional Narrative for Quarterly Program Reporting:

Children of Incarcerated Parents

- Youth referral sources
- Additional information to explain numbers reported in the table above
- Challenges/Successes
- Compelling program story if appropriate

Parenting Inside Out

- Dates of PIO classes
- Community resources referred to and accessed by participants
- Challenges/Successes
- Additional information to explain numbers reported in the table above
- Compelling program story if appropriate

EXHIBIT A-3: CLIENT FEEDBACK SURVEY

Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.

Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Program staff was knowledgeable and respectful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. My cultural/ethnic background was respected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. What could we do to improve this service?				

Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo	Completamente en desacuerdo
1. Este servicio me ayudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar?				

Client Feedback Report

Agency: Northwest Family Services
Program: Parenting Inside Out / Children of Incarcerated Parents
Period Covered:
Number of Surveys Distributed:
Number of Surveys Returned:

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

EXHIBIT B: PROGRAM BUDGET

PROGRAM BUDGET			
Organization: Northwest Family Services	Contract #	10145	
Funded Program Name: CIP - PIO			
Program Contact: Rose Fuller rf Fuller@nwfs.org			
Agreement Term: July 1, 2021 - June 30, 2022			
	<i>Approved</i>	<i>Approved</i>	
Approved Award Budget Categories	Award Amount	Match Amount	
Personnel (List salary, FTE & Fringe costs for each position)			
Program Manager @ .83 FTE (\$53,000)	\$ 43,990.00	No match is required on this award	
Parent Ed Coordinator @ 1.0 FTE (\$44,000)	\$ 44,000.00		
Fringe @ .24	\$ 21,118.00		
Total Personnel Services	\$ 109,108.00		
Administration			
Admin @ 10% (office, allocated costs, grant administration, etc.)	\$ 10,900.00		
Other			
Program supplies	\$ 38.00		
Telecommunications (1.0 FTE x \$20 x 12 months)	\$ 240.00		
Mileage (1.7 FTE x 150 mi x 12 months x \$.56)	\$ 1,714.00		
Additional (please specify)			
Total Programmatic Costs	\$ 12,892.00		
Total Approved Budget	\$122,000.00		

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September Due October 15, 2021
- October – December Due January 15, 2022
- January – March Due April 15, 2022
- April – June Due July 15, 2022

Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.

EXHIBIT D-1: REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <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) 				
Organization: Northwest Family Services/CIP-PIO		Contract #: 10145		
Address: 6200 SE King Road Portland, OR 97222		Reporting Period:		
Contact Person: Rose Fuller Phone Number: 503-546-6377 E-mail: fuller@nwfs.org				
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Personnel				
Program Manager @ .83 FTE (\$53,000)	\$ 43,990.00	\$ -	\$ -	\$ 43,990.00
Parent Ed Coordinator @ 1.0 FTE (\$44,000)	\$ 44,000.00	\$ -	\$ -	\$ 44,000.00
Fringe @ .24	\$ 21,118.00	\$ -	\$ -	\$ 21,118.00
Total Personnel	\$ 109,108.00	\$ -	\$ -	\$ 109,108.00
Administration				
Admin @ 10% (office, allocated costs, grant administration, etc.)	\$ 10,900.00	\$ -	\$ -	\$ 10,900.00
Supplies				
Program Supplies	\$ 38.00	\$ -	\$ -	\$ 38.00
Telecommunications (1.0 FTE x \$25 x 12 months)	\$ 240.00	\$ -	\$ -	\$ 240.00
Mileage (1.7 FTE x 150 m x 12 months x \$.56)	\$ 1,714.00	\$ -	\$ -	\$ 1,714.00
Additional				
\$ -				
Total Program	\$ 12,892.00	\$ -	\$ -	\$ 12,892.00
Total Grant Costs	\$ 122,000.00	\$ -	\$ -	\$ 122,000.00
<p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i></p>				
CERTIFICATION				
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i></p>				
Prepared by: _____ Authorized Signer: _____ Date: _____				
Department Review Program Manager: _____ Department: _____ Signature: _____ Date: _____				
Department: forward to Grant Accountant for review and processing			Grant Accountant Initial/Date	

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

July 1, 2021 through June 30, 2022

Agency: Northwest Family Services

Funded Service: Children of Incarcerated Parents / Parenting Inside Out

Program Contact: Rose Fuller

Contact Info: rfuller@nwfs.org

Period Covered:

This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. **Total number of participants served during the month with the funding allocated for this programming:**

2. **Activities that were conducted during the month with the funding allocated for this programming:**

3. **Compelling participant story or successfully intervention.**

Person(s) completing this form:

Date:

June 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services

Purpose/Outcome	Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault and stalking.
Dollar Amount and Fiscal Impact	This agreement is for \$117,225
Funding Source	County County General Funds
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Ensure equitable access to services
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/25/21, KR
Procurement Review	Was the item processed through Procurement? No. Local Subrecipient grant award
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC-10144

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Agreement with Northwest Family Services/Casa Esperanza. Casa Esperanza is the only culturally-specific domestic violence shelter in the state of Oregon. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment) to Latina survivors of domestic violence and their children. Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$117,225.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim 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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10144	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact: Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact: VanDyke, Sarah	<input type="checkbox"/> Amend # \$
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Northwest Family Services

CONTRACT AMOUNT: \$117,225.00

TYPE OF CONTRACT

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	-	<input checked="" type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	-	<input checked="" type="checkbox"/> Retroactive Request?	-

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

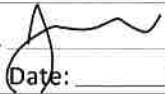
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 25, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: May 26, 2021

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Northwest Family Services

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault, and stalking.

H3S CONTRACT NUMBER: 10144

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10144	
Program Name: Northwest Family Services Casa Esperanza Program/Project Number: CFCC-10144	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nicole Unck	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Jacqueline Vargas
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 jvargas@nwfs.org
FEIN: 93-0841022	

RECITALS

- Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and other types of abuse have significant impact on the health and welfare of the residents of Clackamas County.

 Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.
- 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 have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT 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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, 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. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT 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's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$117,225**.
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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** SUBRECIPIENT 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. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
 - i) **Audit:** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. 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 SUBRECIPIENT 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.** SUBRECIPIENT 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, 2022), 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.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT 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) SUBRECIPIENT acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **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, SUBRECIPIENT shall in writing request COUNTY resolve the

conflict. SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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, SUBRECIPIENT shall obtain at SUBRECIPIENT 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, SUBRECIPIENT 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. 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 SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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 COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

Signing on behalf of the Board:

By: Rose Fuller, Executive Director
Rose Fuller, Executive Director

By: _____
Tootie Smith, Clackamas County Chair

Dated: 05/26/2021 _____

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: 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

EXHIBIT A-1: SCOPE OF WORK

Program Description

Through this project, between July 1, 2021 and June 30, 2022, Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to Latina participants of Clackamas County.

Northwest Family Services will provide emergency and support to survivors including:

- Emergency, short-term shelter;
- Crisis support;
- Short and long-term safety planning;
- Information & referrals;
- Assistance in obtaining resources;
- Advocacy and emotional support;
- Support groups for survivors of domestic violence and sexual assault.

Outputs:

- 25 households will receive shelter
- 13 participants will take part in regular support groups

Outcomes

- 85% of shelter participants who stay in shelter at least 14 days will exit into safe and stable housing
- 85% of shelter heads of households will report that after working with NWFS they have a safety plan and have new options for staying safe
- 85% of support group participants will report that they know more about domestic violence

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

Exhibit A-2 Work Plan Quarterly Report

Children, Family and Community Connections		Provider: Northwest Family Services				
Exhibit A-2: FY 21-22 Work Plan Report		Contact: Rose Fuller/Carmen Ortiz				
Activity: Culturally-Specific DV Shelter and Services		Contract Period: July 1, 2021 - June 30, 2022				
		Shaded lines will be completed by CFCC				
Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sep 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jan 2022	Total
SHELTER						
<p>By June 30, 2021, NWFS will provide emergency shelter to a minimum of 25 unduplicated culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.</p>	25 culturally-specific households will be sheltered.	# unduplicated adult clients to date				0
		# unduplicated children to date				0
		# individual adults receiving shelter				0
		# individual children receiving shelter				0
		# new households entering shelter				0
		# households turned away for shelter due to capacity				0
		# total shelter nights				0
		Longest length of stay in # of nights				
		# households exiting shelter after at least 14 days				0
		# of households exiting to safe and stable housing				0
	% of households exiting to safe and stable housing					
	# households exiting shelter that complete a client satisfaction survey					0
	# households exiting shelter who report having a safety plan and have new options to stay safe					0
	% households exiting shelter who report having a safety plan and have new options to stay safe					

EXHIBIT A-3: CLIENT FEEDBACK SURVEY AND REPORT

Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.

Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly
Disagree				
1. This service was helpful to me <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Program staff was knowledgeable and respectful <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. My cultural/ethnic background was respected <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. What could we do to improve this service? _____				

Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo
Completamente en desacuerdo			
1. Este servicio me ayudo <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar? _____			

Client Feedback Report

Agency: Northwest Family Services

Program: Casa Esperanza

Period Covered:

Number of Surveys Distributed:

Number of Surveys Returned:

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

EXHIBIT B: PROGRAM BUDGET

PROGRAM BUDGET		
Organization:	Northwest Family Services	
Funded Program Name:	Culturally-Specific Domestic Violence Shelter and Services	
Program Contact:	Rose Fuller/Jackie Vargas	
Agreement Term:	July 1, 2021 - June 30, 2022	
	Approved	Approved
	Award Amount	Match Amount
Approved Award Budget Categories		
Personnel (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
Program Manager (1.0 FTE @ \$48,000 for 12 months)	\$48,000	
Advocate .80 FTE @ \$38,000 for 12 months)	\$30,400	
Supervision (.08 FTE @ \$72,000 for 12 months)	\$5,760	
Taxes and Benefits (.24 FTE)	\$ 20,472.00	
Total Personnel Services	\$ 104,632.00	
Administration		
Administration (10%)	\$ 10,463.00	
Supplies		
Office/Client Supplies		
Utilities	\$ 453.00	
Utilities/Maintenance		
Phone/Internet		
Travel		
Training		
Travel/Mileage		
Additional (please specify)		
Client assistance	\$ 1,677.00	
Child care expenses		
Total Programmatic Costs	\$ 12,593.00	
Total Grant Costs	\$ 117,225.00	

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report (not due with quarterly report)

Due **quarterly** by the 15th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report

Quarterly due dates:

- July – September Due October 15, 2021
- October – December Due January 15, 2022
- January – March Due April 15, 2022
- April – June Due July 15, 2022

Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.

EXHIBIT D-1 REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <ul style="list-style-type: none"> • <i>Request for Reimbursement with an authorized signature</i> • <i>General Ledger backup to support the requested amount</i> • <i>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).</i> 				
	Contractor: Northwest Family Services	Contract #:	10144	
	Address: 6200 SE King Street	Report Period:		
	Portland OR 97222			
	Contact Person: Rose Fuller/Jackie Vargas			
	Phone Number: 503-546-6377			
	E-mail: rfuller@nwfs.org			
Budget Category	Budget	Current Draw	Previously	Balance
<u>Personnel</u>				
Program Manager (1.0 FTE @ \$48,000/12 months)	\$ 48,000.00	\$ -	\$ -	\$ 48,000.00
Advocate (.80 FTE @ \$38,000 for 12 months)	\$ 30,400.00	\$ -	\$ -	\$ 30,400.00
Supervision (.08 FTE @\$72,000 for 12 months)	\$ 5,760.00	\$ -	\$ -	\$ 5,760.00
Taxes and Benefits @ .24	\$ 20,472.00	\$ -	\$ -	\$ 20,472.00
Total Personnel	\$ 104,632.00	\$ -	\$ -	\$ 104,632.00
<u>Administration</u>				
Administration (10%)	\$ 10,463.00	\$ -	\$ -	\$ 10,463.00
<u>Supplies</u>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<u>Utilities</u>				
Utilities/Maintenance	\$ 453.00	\$ -	\$ -	\$ 453.00
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<u>Travel</u>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<u>Additional (please specify)</u>				
Client Assistance	\$ 1,677.00	\$ -	\$ -	\$ 1,677.00
Child care expense	\$ -	\$ -	\$ -	\$ -
Total Program	\$ 12,593.00	\$ -	\$ -	\$ 12,593.00
Total Budget	\$ 117,225.00	\$ -	\$ -	\$ 117,225.00
<p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i></p>				
CERTIFICATION				
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i></p>				
	Signature			
	Title			
	Date			
<u>Department Review</u>				
	Program Manager:			
	Department:	Children, Family & Community Connections		
	Signature:		Date:	

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

July 1, 2021 through June 30, 2022

Agency: Northwest Family Services

Funded Service: Culturally-Specific Domestic Violence Shelter and Support

Program Contact: Rose Fuller

Contact Info: rfuller@nwfs.org

This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

Person(s) completing this form:

Date:

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #4 with
Northwest Family Services for Student Resource Coordination

Purpose/Outcome	Northwest Family Services (NWFS) Amend 4 adds funding to continue Student Resource Coordination services. Student Resource Coordination will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and families living in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #4 adds \$60k for a revised maximum of \$330,950.
Funding Source	Amendment is funded through Clackamas County Behavioral Health (\$40,000) and Clackamas County Children, Family & Community Connections Marijuana Tax Funds (\$20,000)
Duration	July 1, 2021-June 30, 2022
Previous Board Action/Review	091020
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 05/26/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 8642

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #4 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies.

This Grant Amendment is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2021. This Amendment #4 adds \$60,000 for a revised maximum of \$330,950.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Healthy Families. Strong Communities.

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

www.clackamas.us

Respectfully submitted,

Mary Roubange for Rodney A. Cook

Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	8642	Division:	CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact:	Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact:	Trevor Higgins	<input checked="" type="checkbox"/> Amend # 4 \$ 60,000.00
				<input type="checkbox"/> Procurement Verified
				<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Northwest Family Services

CONTRACT AMOUNT: \$330,950.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|--|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____ | <input checked="" type="checkbox"/> Biennium _____ - _____ |
| <input checked="" type="checkbox"/> Other _____ - _____ | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, May 26, 2021

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:

Jessica E.A. Duke, Prevention Unit Manager
Date: May 26, 2021

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Northwest Family Services

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: Northwest Family Services will provide a .60 FTE (Amend 2) Student Resource Coordinator ("SRC") to provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education, judicial systems, etc to drug/alcohol affected youth and their families.

Amend 4 adds funding to continue Student Resource Coordination services. NWFS will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education, and judicial systems to drug and alcohol affected youth and families living in Clackamas County.

H3S CONTRACT NUMBER: 8642

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10145	
Program Name: Northwest Family Services Children of Incarcerated Parents/Parenting Inside Out Program/Project Number: CFCC-10145	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nicole Unck	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Jacqueline Vargas
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 jvargas@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 Parents (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 SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT 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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, 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. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT 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 COUNTY will pay is **\$122,000**.
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 SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** SUBRECIPIENT 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. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT 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 SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. 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 SUBRECIPIENT 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.** SUBRECIPIENT 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, 2022), 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.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 COUNTY's right, but not obligation, to withhold SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT 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) SUBRECIPIENT acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.

- d) **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, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT 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.** SUBRECIPIENT 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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, SUBRECIPIENT shall obtain at SUBRECIPIENT 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, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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 COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

Northwest Family Services
6200 SE King
Portland, OR 97222

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: _____
Tootie Smith, Clackamas County Chair

Dated: 5/27/2021

Dated: _____

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

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	\$407,520.00 added to the Agreement, increasing the maximum value to \$8,732,212.18.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective January 1, 2021 and terminates December 31, 2021.
Previous Board Action	2021 agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4.
Counsel Review	Reviewed and approved by Counsel May 25, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#9973

BACKGROUND:

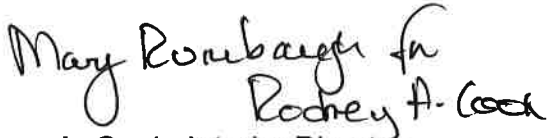
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Program Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

This Amendment is effective January 1, 2021 and terminates December 31, 2021, with a value of \$407,520.00, increasing the maximum Agreement value to \$8,732,212.18.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Handwritten signature of Rodney A. Cook in black ink. The signature is written in a cursive style and includes the name "Rodney A. Cook".

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department



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.

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #166036**

This First Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Clackamas County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Clackamas County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Theresa Naegeli on March 29, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C

Financial Pages

MOD# 00310
 MODIFICATION IMPROV REVIEW REPORT

CONTRACT# 166036 CONTRACT# CLARKSONS COMMT

INPUT CHECKED BY: DATE CREATED: 11/1/2021 11:58:52 AM

PROJ EFFECTIVE DATE: 11/1/2021 11:58:52 AM

S# FUND CODE CENS PROVIDER

SLOT CHANGE/TYPE RATE

OPERATING DOLLARS

STARTUP DOLLARS ABC

PART IV

PARTIAL CD

BASE

CLIENT CODE

S#

FISCAL YEAR: 2020-2021

BASE	SYSTEM MANAGEMENT AM	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$0.00							
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$228,565.92	\$0.00	A	1	Y		
1	401	MUS01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$6,715.93	\$0.00	A	1	Y		
1	401	KEB01	1/1/2021 - 6/30/2021	0	/NA	\$2,940.57	\$29,643.42	\$0.00	A	1	Y		
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,646.02	\$6,576.18	\$0.00	A	1	Y		
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,060.48	\$6,483.84	\$0.00	A	1	Y		
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$7,695.42	\$46,172.52	\$0.00	A	1	Y		
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$228,565.92	\$0.00	A	1	Y		
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$6,715.93	\$0.00	A	1	Y		
1	804	MUS01	1/1/2021 - 6/30/2021	0	/NA	\$1,646.02	-\$9,276.12	\$0.00	A	1	Y		
1	804	KEB01	1/1/2021 - 6/30/2021	0	/NA	\$8,940.57	-\$28,643.42	\$0.00	A	1	Y		
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,060.48	-\$6,483.84	\$0.00	A	1	Y		
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$7,695.42	-\$46,172.52	\$0.00	A	1	Y		
TOTAL FOR SET 1													
\$0.00													
4	401	AID & ASSIST PROVIDE	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$62,519.05	\$0.00	A	1	Y		
4	804	AID & ASSIST PROVIDE	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$62,519.05	\$0.00	A	1	Y		
TOTAL FOR SET 4													
\$0.00													
8	401	CRISTE AND ADOTE SER	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$27,573.56	\$0.00	A	1	Y		

MODIFICATION INQUIRY REVIEW REPORT

MOD# : 00310
 CONTRACT# : 166036
 CONTRACTOR : CLACKAMAS COUNTY
 INPUT CHECKED BY : _____ DATE CHECKED : _____
 EFFECTIVE DATE : _____
 SLOT CHANGE/TYPE : _____
 RATE : _____

SE#	FUND	CODE	CRMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	STARTUP PART DOLLARS ABC	PART IV	PART CD	PART BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021												
CRISIS AND ACUTE TRA												
8	804		CATS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
							TOTAL FOR SE# 8	\$0.00				
MI MI FRIEND AND PREV												
10	406		NIMPPP	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$68,868.66	A	1	Y		
							TOTAL FOR SE# 10	\$0.00				
MI MI FRIEND AND PREV												
10	411		NIMPPP	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$68,868.66	A	1	Y		
							TOTAL FOR SE# 10	\$0.00				
MENTAL ASSISTANCE												
12	401		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$132,000.00	A	1	Y		
MENTAL ASSISTANCE												
12	804		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$132,000.00	A	1	Y		
							TOTAL FOR SE# 12	\$0.00				
MENTAL ASSISTANCE												
12	XXX		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$203,760.00	C	1	Y		
							TOTAL FOR SE# 12	\$0.00				
NON-RESIDENTIAL HOME												
20	406		MEMRME	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$188,825.10	A	1	Y		
NON-RESIDENTIAL HOME												
20	804		MEMRME	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$188,825.10	A	1	Y		
							TOTAL FOR SE# 20	\$0.00				
ACUTE AND IMPERMANENT												
24	406		ACUTE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$93,065.00	A	1	Y		
ACUTE AND IMPERMANENT												
24	804		ACUTE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$93,065.00	A	1	Y		
							TOTAL FOR SE# 24	\$0.00				
COMMUNITY CRISIS SER												
25	406		CRISIS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$978,173.11	A	1	Y		
COMMUNITY CRISIS SER												
25	804		CRISIS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$978,173.11	A	1	Y		
							TOTAL FOR SE# 25	\$0.00				
MI EASA SERVICES												

MODIFICATION INPUT REVIEW REPORT

MO#1: M0310

CONTRACT#: 166036 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: DATE CHECKED: SLOC

PHON EFFECTIVE CHANGE/TYPE RATE

SE# FUND CODE CENS PROVIDER DATES

OPERATING DOLLARS

STARTUP PART PART PART

DOLLARS ABC IV CD BASE CLIENT

SE#

SE#	FUND	CODE	CENS PROVIDER	DATES	EFFECTIVE	CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PART CD	BASE	CLIENT CODE	SE#
FISCAL YEAR: 2020-2021															
26	406		NIPESA	1/1/2021-6/30/2021	0	/NA	\$0.00	\$174,637.53	\$0.00	A	26A	1	Y		5
								MI BASE SERVICES							
26	411		NIPESA	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$174,637.53	\$0.00	A	26A	1	Y		5
								TOTAL FOR SE# 26							
								\$0.00							
BASE INVOICE SERVICES															
28	401			1/1/2021-6/30/2021	0	/NA	\$0.00	\$215,444.36	\$0.00	C		1	Y		5
BASE INVOICE SERVICES															
28	804			1/1/2021-6/30/2021	0	/NA	\$0.00	-\$215,444.36	\$0.00	C		1	Y		5
								TOTAL FOR SE# 28							
								\$0.00							
BASE INVOICE SERVICE															
30	401		PSRBIS	1/1/2021-6/30/2021	0	/NA	\$0.00	\$119,350.00	\$0.00	C		1	Y		6
BASE INVOICE SERVICE															
30	804		PSRBIS	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$119,350.00	\$0.00	C		1	Y		6
								TOTAL FOR SE# 30							
								\$0.00							
BASE GERO SPECIALISTS															
35	401		GERO	1/1/2021-6/30/2021	0	/NA	\$0.00	\$121,894.84	\$0.00	A	35A	1	Y		6
BASE GERO SPECIALISTS															
35	804		GERO	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$121,894.84	\$0.00	A	35A	1	Y		6
								TOTAL FOR SE# 35							
								\$0.00							
BASE SUPPORTED EMPLOYMENT															
38	401		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	\$34,697.29	\$0.00	A		1	Y		7
BASE SUPPORTED EMPLOYMENT															
38	806		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	\$45,550.71	\$0.00	A		1	Y		7
BASE SUPPORTED EMPLOYMENT															
38	804		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$51,248.00	\$0.00	A		1	Y		7
								TOTAL FOR SE# 38							
								\$0.00							
BASE INVOICE SERVICES															
34	401			1/1/2021-12/31/2021	0	/NA	\$0.00	\$66,666.67	\$0.00	C		1	Y		7
BASE INVOICE SERVICES															
34	804			1/1/2021-12/31/2021	0	/NA	\$0.00	-\$66,666.67	\$0.00	C		1	Y		7
								TOTAL FOR SE# 34							
								\$0.00							

MODIFICATION INPUT REVIEW REPORT

MOD# : M0310

CONTRACT# : 166036 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____ SLOS CHANGE/TYPE

SE# FUND CODE CEMS PROVIDER PROJ EFFECTIVE DATES RATE STARTUP FARE PART PAFF PART CD BASE CLIENT CODE SF#

FISCAL YEAR: 2020-2021		TOTAL FOR 2020-2021							
FISCAL YEAR: 2021-2022									
BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	\$0.00	1	Y	
SYSTEM MANAGEMENT AM									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$1,080.64	\$6,483.84	1	Y	3
SYS MGT CO-PORTLAND									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$1,646.03	\$9,876.18	1	Y	4
SYS MGT CO-RENAISSAN									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	\$6,715.53	1	Y	2
SYS MGT CO-MOSSY MEA									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$2,540.57	\$22,643.42	1	Y	2
SYS MGT CO-JOHNSON C									
BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$7,655.42	\$46,172.52	1	Y	1
SYSTEM MANAGEMENT AM									
BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	-\$223,565.92	1	Y	
SYS MGT CO-RENAISSAN									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$1,646.03	-\$9,876.18	1	Y	
SYS MGT CO-PORTLAND									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$1,080.64	-\$6,483.84	1	Y	
SYS MGT CO-MOSSY MEA									
BCIVIL	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	-\$6,715.53	1	Y	
SYS MGT CO-JOHNSON C									
BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$7,655.42	-\$46,172.52	1	Y	
TOTAL FOR SE# 1									

TOTAL FOR SE# 1									

BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	\$62,519.09	1	Y	
AID & ASSIST PROJECT									
BASE	ME901	7/1/2021 - 12/31/2021	0	NA	\$0.00	-\$62,519.09	1	Y	
AID & ASSIST PROJECT									
TOTAL FOR SE# 4									

TOTAL FOR SE# 4									

MODIFICATION INPUT REVIEW REPORT

MO# : M0310

CONTRACT# : 166036 CONTRACTOR: CHASWAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE# FUND CODE CEMS PROVIDER EFFECTIVE DATES SLOP CHANGE/TYE RATE

STATUS PRC IV CD RESE CLIENT CODE 894

SE#	FUND CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP CHANGE/TYE	RATE	OPERATING DOLLARS	STATUS PRC DOLLARS ABC	IV	CD	RESE	CLIENT CODE
FISCAL YEAR: 2021-2022											
	BASE	CRISIS AND ADOPT TRA									
B	401	CATS	7/1/2021 - 12/31/2021	0 /WA	\$0.00	\$27,578.56	\$0.00	A	1	Y	
	BASE	CRISIS AND ADOPT TRA									
B	504	CATS	7/1/2021 - 12/31/2021	0 /WA	\$0.00	-\$27,578.56	\$0.00	A	1	Y	
			TOTAL FOR SE# 8			\$0.00	\$0.00				
	BCIVIL	RENTAL ASSISTANCE									
12	804	RENTAST	7/1/2021 - 12/31/2021	0 /WA	\$0.00	\$182,000.00	\$0.00	A	1	Y	
	BCIVIL	RENTAL ASSISTANCE									
12	804	RENTAST	7/1/2021 - 12/31/2021	0 /WA	\$0.00	-\$182,000.00	\$0.00	A	1	Y	
	BCIVIL	RENTAL ASSISTANCE									
12	401	RENTAST	7/1/2021 - 12/31/2021	0 /WA	\$0.00	\$208,760.00	\$0.00	C	1	Y	
			TOTAL FOR SE# 12			\$208,760.00	\$0.00				
			TOTAL FOR 2021-2022			\$208,760.00	\$0.00				
			TOTAL FOR M0310		166036	\$407,520.00	-\$0.00				

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 03/25/2021

Contract#: 166036
REF#: 002

REASON FOR FAAA (for information only):

This Financial Assistance Award (FAA) amendment is for Mental Health Services with the 2021 Legislatively Adopted Budget (LAB) to add funds and/or to move funds between funding sources to true up the Budget.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0310 1 These funds are for MHS 01 Services at Johnson Creek.
- M0310 2 These funds are for MHS 01 Services at Mossy Meadows
- M0310 3 These funds are for MHS 01 Services at Portland.
- M0310 4 These funds are for MHS 01 Services at Renaissance.
- M0310 5 A) These funds are for MHS 28 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 03/25/2021

Contract#: 166036
REF#: 002

M0310 6A) These funds are for MHS 30 for PSRB Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0310 7A) These funds are for MHS 34 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Primary Care Payment Model Program - Per Member Per Month (PCPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's health outcomes.
Dollar Amount and Fiscal Impact	This is a no maximum agreement. Based on number of clients reported and by what percentage the measure was increased during reporting period.
Funding Source	No General County Funds are involved. Care Oregon revenue agreement.
Duration	July 1, 2021 – June 30, 2022
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. May 26, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a revenue agreement
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10182

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of contract #10182, a revenue agreement with CareOregon for the Primary Care Payment Model Program – Per Member Per Month (PMPM) Incentive Program.

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model letter of agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month depending on level of achievement at the Beaver Creek, Sunnyside, Gladstone and Sandy clinics. Due to these factors we are processing this as a no maximum agreement.

This agreement is effective July 1, 2021 and expires on June 30, 2022.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10182	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact: Jacobson, Sarah	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, June 24, 2021

CONTRACT WITH: CareOregon Inc

CONTRACT AMOUNT: No Maximum

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input checked="" type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	_____ - _____
<input type="checkbox"/> Upon Signature	_____ - _____	<input type="checkbox"/> Biennium	_____ - _____
<input type="checkbox"/> Other	_____ - _____	<input type="checkbox"/> Retroactive Request?	_____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, May 26, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: CareOregon Inc

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT:

H3S CONTRACT NUMBER: 10182

#10182

CareOregon, Inc.

Agreement

Primary Care Payment Model

This Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider), to enable Provider's participation in the Primary Care Payment Model (PCPM) Program. For purposes of this Agreement, CareOregon and Provider shall each be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

- A. Health Share of Oregon ("Health Share") is contracted with the Oregon Health Authority ("OHA") via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract") to operate as a certified Coordinated Care Organization for the Oregon Health Plan ("OHP").
- B. CareOregon, Inc is an Oregon nonprofit, public benefit corporation and is a subcontractor of Health Share whereby Health Share has delegated certain health plan functions, as contracted for in the CCO Contract, to CareOregon, Inc. Although CareOregon, Inc. is not a certified Coordinated Care Organization, for administrative simplicity, CareOregon will be referred to as "CCO" for purposes of this AGREEMENT.
- C. Through this Agreement, CareOregon and Provider endeavor to improve the health of its Member community through efforts focused on outpatient preventive services, quality focused reimbursement models, and the provision of additional financial support to participating providers.
- D. CCO and Provider entered into a Provider Agreement ("Provider Agreement") whereby Provider has been providing and continues to provide services to Members enrolled in OHP. As stipulated in the Provider Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

I. Administration/Interpretation of Agreement.

The Parties agree and understand that this AGREEMENT is supplemental to the Provider Agreement and that the applicable provisions of the Provider Agreement are incorporated by reference to this AGREEMENT. Nothing in this AGREEMENT may be construed to waive any of the obligations or other commitments Provider has made pursuant to the Provider Agreement. Thus, the Parties acknowledge and agree that this AGREEMENT is subject to the terms and conditions of the Provider Agreement and all applicable Policies. Notwithstanding the foregoing and to the extent that the Provider Agreement and this AGREEMENT includes provisions that are applicable, all Policies shall be consistent with the Provider Agreement.

For purposes of this AGREEMENT, any capitalized words not otherwise defined in this AGREEMENT shall have the meaning set forth in the Provider Agreement.

II. Term and Termination

- A. **Term.** This AGREEMENT is effective as of July 1, 2021 (“Effective Date”) and shall remain in effect through June 30, 2022 (“Termination Date”) unless sooner terminated as stipulated for herein.
- B. **Termination.** Other than as modified and expressly stated below, the Termination provisions found in the Provider Agreement will remain as described therein.
- i. Either Party may terminate this AGREEMENT with or without cause upon providing 30 days written notice to the other Party. Payments will be made for work performed up to the date of termination.
 - ii. CCO may terminate this AGREEMENT immediately upon reasonable belief that:
 - a. an employee, agent, contractor, or representative of either Party actively participating in performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
 - b. fraud, dishonesty, substance abuse, or personal conduct of an employee, agent, contractor, or representative of either Party which may harm the business and/or reputation of either Party;
 - c. inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this AGREEMENT;and,
 - d. the termination of the Provider Agreement.
 - iii. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the Termination provision giving the right to termination, the circumstances giving

rise to termination, and the date on which such termination is proposed to become effective.

- iv. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

III. Description of PCPM Program; Incentive Payment Components, and Reporting Requirements. Provider agrees to assume the duties, obligations, rights, and privileges applicable to participating in PCPM Program pursuant to the designated exhibits, parts, and sections of this AGREEMENT.

- A. **Description of PCPM Program.** Provider agrees to participate in the Primary Care Payment Model Program (“Program”) the description and obligations of which are further stipulated in Exhibit A to this AGREEMENT.
- B. **Payment Components.** CCO agrees to provide funding for certain Covered Services provided by Provider based on the components specified in Exhibit B of this AGREEMENT.
- C. **Reporting Requirements.** From time to time, CCO may request certain information or the submission of certain reports concerning various aspects of this AGREEMENT including any progress made towards any identified targets, compliance with the terms of this AGREEMENT, number of members served, etc. At the reasonable request of CCO, Provider shall provide such information or submit such reports and shall make its personnel available to discuss expenditures, records, the progress of Program or other topics related to this AGREEMENT. CCO shall provide reasonable notice along with detailed instructions on any material requested to Provider, should any such request be made.

To qualify for payment, Provider agrees to prepare and submit reports as defined in Exhibits B, C, D and E of this AGREEMENT.

Provider Contact. Provider agrees that the Provider Contact named below is responsible for all aspects of the AGREEMENT, including monitoring progress and performance, obtaining all necessary data and information, and notifying CCO of any significant obstacles in pursuit of this AGREEMENT. Provider will notify CCO if the Provider Contact changes.

Provider Contact: James Wilson
Phone: 503-655-8697
E-mail: jwilson2@clackamas.or.us

IV. Representations and Warranties.

- A. **General Warranty.** Provider represents and warrants that Provider, its agents, or its representatives possess the knowledge, skill, experience and valid licensure necessary to perform the services contemplated under this AGREEMENT and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Provider expressly represents and warrants to CCO that Provider is eligible to participate in and receive payment pursuant to this AGREEMENT. In so doing, Provider certifies by entering into this AGREEMENT that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by CCO's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this AGREEMENT by any federal or state department or agency.

V. General Provisions. To the extent applicable and only as related to the services contemplated under this AGREEMENT, the provisions below supplement the relevant sections in the Provider Agreement.

- A. Provider understands and agrees that Provider is not eligible to participate in or receive funding associated with this AGREEMENT if Provider is placed on the Tier Monitoring System by CCO's Peer Review Committee or has documented contract and/or compliance issues. Should it be determined that Provider was ineligible to receive payments from CCO pursuant to this AGREEMENT, Provider expressly agrees to promptly repay all such payments disbursed to it under this AGREEMENT and all funding associated with this AGREEMENT will be discontinued until Provider is removed from the CCO Tier Monitoring System or has resolved compliance issue(s) to CCO's satisfaction. Any discontinued funding that has been withheld will not be disbursed.
- B. **Force Majeure.** Neither party shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this AGREEMENT shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.

- C. **Amendments and Waivers.** No amendment, modification, assignment, discharge, or waiver of this AGREEMENT, shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- D. **Confidentiality and Marketing.**
- i. Provider agrees to uphold all confidentiality provisions of the Provider Agreement and this AGREEMENT, and specifically safeguard all confidential information including the health information of Members as it applies to all activities related to this AGREEMENT.
 - ii. Both Parties agree that all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CCO or the Provider Contact specified herein will suffice as written approval.
 - iii. **HIPAA and HITECH.** Notwithstanding anything to the contrary, both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- E. **Insurance.** Provider and CCO each agree to maintain at all times during this AGREEMENT and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CCO or the Provide, this section is modified by its terms.
- F. **Indemnity; Defense.** Each Party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to the services performed under this AGREEMENT which result from the non-waiving Party's own negligence. Further, each Party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this AGREEMENT, or (b) any

breach or default in performance of any such party's' obligations in this AGREEMENT including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this AGREEMENT then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this AGREEMENT shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall survive termination of this AGREEMENT.

- G. **Compliance and Licensure.** Provider and CCO shall, at all times during the term of this AGREEMENT comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this AGREEMENT; the Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The Parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this AGREEMENT. The parties shall have the right to immediately unilaterally terminate this AGREEMENT upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- H. **Relationship of the Parties.** CCO and Provider are independent entities; No provision of this AGREEMENT or the Provider Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership or any other business or corporate relationship between the Parties other than that of independent entities.
- I. **No Third-Party Benefit.** This AGREEMENT shall not create any rights in any third parties who have not entered into this AGREEMENT, nor shall this

AGREEMENT entitle any such third party to enforce any rights or obligation that may be possessed by such third party.

- J. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this AGREEMENT without the prior written consent of the other Party.

Agreed to on behalf of Clackamas County acting
by and through its Health, Housing and Human
Services Department, Health Center Division

Agreed to on behalf of CareOregon:

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: Eric C. Hunter

Title: Chief Executive Officer

Date: _____

Exhibit A

Description of PCPM Program

For the period of this Agreement, participating clinics are eligible to receive a per member per month (PMPM) incentive payment comprised of up to four (4) focus area components based on approval of the submitted program applications and membership assignment volume:

- Clinical Quality Incentive Payment (QIP)
- Cost of Care Incentive Payment (COC)
- Behavioral Health Integration Incentive Payment (BHI)
- Oral Health Integration Incentive Payment (OHI)

All PMPM payments will be calculated using CareOregon membership as of the 5th of each calendar month, where membership is defined as members who are assigned to participating clinics that have primary health plan coverage of CareOregon Oregon Health Plan.

Performance reporting for each focus area component will be concurrently submitted from all participating clinics during two (2) measurement reporting submission events due **August 30, 2021** and **February 28, 2022** utilizing the same data collection platform, Sharefile. Sharefile is a secure, HIPAA compliant file sharing system, and is the designated application CareOregon utilizes for data sharing in this program. CareOregon will create reporting access for Provider's selected representatives to ShareFile as submitted on the program application form, or as requested by Provider. If Provider is unable to utilize the Sharefile application for data submission, Provider will need to contact CareOregon for establishing an alternative, approved data submission method.

Any resulting payment level adjustments will occur on the **December 2021** and **June 2022** payment adjustment dates respectively.

A. Clinical Quality Incentive Payment (QIP):

1. Participating clinics deemed eligible to receive a Clinical Quality Incentive Payment (QIP) PMPM, will have selected a clinic-specific Clinical Quality measurement set.
 - a. Each clinical quality measure set includes:
 - five (5) quality measures with defined specifications
 - one (1) access and engagement measure for the Pediatric measure set, and one (1) access and engagement measure for the Family Practice measure set
 - one (1) health equity element requiring a report submission
 - b. Clinical quality measure set selections and the measurement period for each participating clinic are presented in this Agreement in Exhibit C.

2. Clinical quality measure data is to be reported for all items in the measure set to CareOregon in a manner that is specific and exclusive to each participating clinic.
 - a. Two (2) of the QIP measures will be classified as “reporting only” and are required to be submitted as part of the performance data submission process.
 - b. The health equity report for Improving Language Access is required and has a total of 50 possible points. The total number of points earned from affirmative responses to the survey questions and a reporting only data submission determines the final measure point score. To pass this portion of the QIP measure set, the clinic must receive the minimum number of points listed in the detailed measure set table for the applicable data submission event.
 - c. Additional information regarding the health equity questionnaire requirements and scoring are listed in Exhibits C and E.

- d. All other QIP measure results will be evaluated with comparison to the appropriate clinic specific targets listed in Exhibit C. Measures needing to meet improvement percentages will be compared to baseline data from one of these sources, depending upon the specific measure:
- i. the baseline Electronic Health Record data (EHR/eCQM) data provided to and approved by CareOregon with the program application
 - ii. EHR/eCQM data as made available from OHA
 - iii. Claims data provided by CCO.
- e. An overall QIP measure performance result will be calculated using the following methodology.

Performance on Clinical Quality Measure Set	Equity report minimum point score achieved	Payment Level
Meet program targets on less than 50% of the clinical quality measures	Yes	Level 0
	No	Level 0
Meet program targets on 50% to less than 60% of the clinical quality measures	Yes	Level 1
	No	Level 0
Meet program targets on 60% to less than 80% of the clinical quality measures	Yes	Level 2
	No	Level 1
Meet program targets 80% or more of the clinical quality measures	Yes	Level 3
	No	Level 2

- f. Any measures not reported or not meeting the data submission requirements would be evaluated as “not met” in the performance calculation.
- g. If the submitted data for any of the measures in the clinical quality focus area appear to be invalid or unreasonable based upon review and analysis by CareOregon, then each measure determined to be invalid will be evaluated as not met.

- h. Clinical quality measures that result in fewer than twenty (20) assigned CareOregon members in the denominator, will have performance values calculated using aggregated Provider system data for the affected measure and participating clinic.
- i. If a clinical quality measure results in fewer than twenty (20) assigned CareOregon members in the denominator using aggregated Provider system data for the measure, the measure will be excluded from performance evaluations.
- j. Data submissions will be accepted by CareOregon during the Agreement if the following requirements are met:
 - All QIP data including the Equity report is submitted by the deadline using the required reporting process
 - All QIP data is submitted in the appropriate format and meets data parameter requirements with data content in all required fields.
 - Submitted data appears to be reasonable with respect to issues such as the presentation of denominators that are low, valued as zero or greater than the count of CareOregon member assignment to a clinic. Similarly, where numerators are valued at zero, rate calculations exceed 100%, performance percentages are outside of the typical range or include a higher than expected number of exclusions.
- k. If data is not submitted by the specified deadline, then the QIP payment level zero (0) will be assigned to that clinic on the payment adjustment date.
- l. For each measure indicated as “Claims” in selected Clinical Quality Measure Set CareOregon will provide performance using fee-for-service claims data for Provider review and information.
- m. For each measure indicated as “EHR/eCQM”, Clinics must submit member level or aggregate performance data on all Electronic

Health Record (EHR)/Electronic Clinical Quality Measures (eCQM). Clinics for which this data is already provided to CareOregon are not required to submit a duplicate data set.

- n. For each measure indicated as “Roster”, CareOregon will timely provide a roster containing the member level information to Provider for verification allowing Provider at least 30 days to review prior to report submission due dates.

- 3. The selected Clinical Quality Measure Set(s) and potential PMPM rates based on timely and accurate data submission for all QIP components for the clinics participating in this Agreement are:

Clinic(s) Participating in QIP Component	QIP Clinical Track	QIP PMPM Performance-Based Rate*			
		Level 0	Level 1	Level 2	Level 3
1. Clackamas County Beavercreek Health Center	Family Practice	\$0.00	\$3.60	\$5.85	\$9.55
2. Gladstone Health Center	Pediatrics	\$0.00	\$3.40	\$4.95	\$8.10
3. Sandy Health Center	Family Practice	\$0.00	\$3.40	\$4.95	\$8.10
4. Sunnyside Health Center	Family Practice	\$0.00	\$3.60	\$5.85	\$9.55

**PMPM Rates are risk adjusted based on the Chronic Illness & Disability Payment System (CDPS) risk adjustment program used by OHA in the rate-setting process. Clinics are assigned to a specific risk tier based on the average risk score for the CareOregon members assigned to their clinic.*

The initial clinic payment level determination for QIP and all other components are described in this Exhibit in Section F.

B. Cost of Care Incentive Payments:

- 1. All participating clinics deemed eligible will receive a Cost of Care (COC) Incentive PMPM Payment.
- 2. The Cost of Care measure differs between the Family Practice and Pediatric clinical tracks; however, measure performance is calculated using aggregated Provider system data and is determined as follows:

Performance on Family Practice Cost of Care Measure	Payment Level	COC PMPM
Target Not Met on Cost of Care Measure	Level 0	\$0.00
Target Met on Cost of Care Measure and >=500 members assigned to total Provider system	Level 1	\$1.25
Performance on Pediatric Cost of Care Measure	Payment Level	COC PMPM
The Cost of Care narrative report requirements are not met: a) report is not timely submitted b) report was not submitted through the required process c) The narrative receives a score of <80% d) there are less than 500 members assigned to the system	Level 0	\$0.00
The Cost of Care narrative report is: a) timely submitted using the required process. b) the narrative receives a score of >=80% c) there are >=500 members assigned to total Provider system	Level 1	\$1.25

3. Additional information on the Cost of Care measure is available in Exhibit E.

C. Oral Health Integration (OHI) Incentive Payments:

1. For the period of this Agreement, all participating clinics will receive a \$1.25 PMPM Oral Health Integration (OHI) Incentive Payment.
2. CareOregon will use claims data to calculate the OHI measure performance and share the results to Provider for review and information during the report submission process. The OHI PMPM rate will not change as a result of performance.
3. The Oral Health Integration measure and associated criteria are described in Exhibit E.

D. Behavioral Health Integration (BHI) Incentive Payments:

1. All participating clinics that have attested to delivering behavioral health care in alignment with the CCO's Behavioral Health Integration model of care and have either a Tier 1 or Tier 2 designation are eligible to receive a Behavioral Health Integration (BHI) Incentive PMPM Payment.
2. Clinics will have selected a clinic-specific BHI Sub Population measure to be reported in addition to the CCO Population Reach measure. This measure is documented on Exhibit C.
3. Clinics will provide narrative responses during the data submission events to questions about the services and methods employed in the delivery of behavioral healthcare.
4. The Behavioral Health reporting is required to be submitted at the same time and method as the other required Agreement data submissions.
5. BHI payment level for each clinic is determined by a combination of the reported BHI program measure values as defined in Exhibit D for the measurement period, and the clinic Behavioral Health Integration Tier designation as shown below. Only clinics that meet all Tier 2 requirements of CareOregon's BHI Model of Care are eligible to receive BHI payment level two (2).

Performance on BHI Measures	Payment Level	BHI PMPM
Less than 5.0% reach on either measure	Level 0	\$0.00
One of the following conditions is met: <ul style="list-style-type: none"> • Both measures attain a minimum of 5% and both are less than 12.0% • Both measures attain a minimum of 5% with one measure at 12% or higher. • Clinic has Tier 1 designation and attains 12.0% or greater reach on both measures. 	Level 1	\$2.00
Clinic has Tier 2 designation and attains 12.0% or greater reach on both measures.	Level 2	\$4.00

6. Additional information regarding the BHI measures, Tier level definition, and associated criteria are described in Exhibit D.

E. Initial Payment Levels

Initial clinic PMPM payment levels at the time of Agreement Execution for participating clinics will be calculated as described in the table below. These initial PMPM's depend on the clinic participation status in a CCO PCPM program at time of Agreement Execution.

	Payment Level 0	Payment Level 1	Payment Level 2	Payment Level 3
QIP (Clinic Specific Payment Level Rates)	✓ Clinics participating in PCPM with Quality payment level 0 on June 1, 2021.	✓ Clinics participating in PCPM with Quality payment level 1 on June 1, 2021. ✓ <u>All</u> clinics new to participating in PCPM at AGREEMENT execution date.	✓ Clinics participating in PCPM with Quality payment level 2 on June 1, 2021.	✓ Clinics participating in PCPM with Quality payment level 3 on June 1, 2021.
Cost of Care	\$ 0.00	\$ 1.25		
	\$ 0.00	\$ 2.00	\$ 4.00	
BHI	<ul style="list-style-type: none"> ✓ Clinics participating in CCO BHI with payment level 0 on June 1, 2021. ✓ Clinics that do not attest to CCO BHI Model of Care. ✓ Clinics choosing not to participate in BHI on 	<ul style="list-style-type: none"> ✓ Clinics participating in CCO BHI with payment level 1 on June 1, 2021. ✓ <u>All</u> clinics that attest to CCO BHI Model of Care and new to 	<ul style="list-style-type: none"> ✓ Clinics participating in CCO BHI with payment level 2 on June 1, 2021. ✓ Clinics deemed to be at Tier 2. 	

	program application	participating in CCO BHI at AGREEMENT execution date.		
Oral Health Integration	\$ 0.00	\$ 1.25		
	✓ Not applicable.	✓ <u>All</u> participating clinics.		

- a. Clinics that are not participating in a CCO PCPM program prior to the Agreement effective date will initially receive QIP payment level one (1).
- b. Clinics participating in a CCO PCPM program as of June 1, 2021, will continue to receive the same June 2021 QIP and COC payment levels assigned.
- c. Clinics that are participating in the CCO IBH program as of June 1, 2021 with payment level 0 will initially receive the same IBH payment level 0. Clinics that do not attest to providing the CCO BHI Model of Care or that choose not to participate in the BHI component of the program will receive IBH payment level 0 and considered to not be participating in the BHI component.

Exhibit B

Payment Terms and Conditions of Participation

A. Conditions of Payment:

1. CareOregon agrees to pay participating clinics a monthly PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
 - a. If this Agreement is executed prior to June 1st, 2021, PMPM will commence on the Agreement effective date.
 - b. If this Agreement is executed between the 1st and the 15th of June 2021, PMPM will commence in August 2021.
 - c. If this Agreement is executed after June 15, 2021 CareOregon will advise Provider when the first payment processing month can occur due to system requirements.
 - d. Due to system processing requirements at CCO, no retroactive payments will be remitted to provider due to late Agreement execution.
 - e. Measure improvement targets will not be adjusted based on timing of Agreement execution.
2. CareOregon shall deliver the PMPM payments to the same location that fee for service claims payments are paid unless provider has requested CareOregon to use an alternate bank for the PMPM payments.
3. EFT/Remittance Advice. If Provider is able to accept payments and remittance advice electronically CareOregon will provide the appropriate forms to Provider for requesting PMPM payments be directed to accounts using Electronic Fund Transfers (EFT).
 - a. Provider shall register and complete the forms for electronic funds transfer as soon as practicable.
 - b. If possible, Provider shall accept payments electronically.
4. Providers participating in an APM program at time of Agreement execution will continue to receive APM payments in the same manner and/or bank location unless revised instructions are provided to CareOregon.

5. CareOregon will not adjust prior PMPM payments due to membership assignment revisions.
6. CareOregon may suspend payments for one or more program PMPM components to participating clinics that cease to meet eligibility requirements. CareOregon may subsequently resume payments upon notification of eligibility fulfillment during the Agreement period. Provider is encouraged to contact CareOregon to discuss circumstances in cases where unusual, unforeseen or extenuating situations exists that inhibit Provider from meeting program requirements.

B. Quality Reporting Terms of Program Participation

1. CareOregon agrees to send Provider all instructions, system access or templates needed for submitting reporting data at minimum a month prior to data submission due dates.
2. CareOregon agrees to provide clinics required to report member-level immunization status measures (from an Electronic Health Record (EHR) and/or Alert Immunization Information System (IIS)) with a roster at least 30 days prior to data submission deadline, of all assigned CareOregon members that meet inclusion criteria.
3. Provider agrees that requests to change clinical quality measures in this Agreement will not be granted.
4. Participating clinics agree to submit reporting information for all the Measures as defined in the Agreement Exhibit C prior to data submission deadlines including:
 - a. Narrative reports
 - b. Data for EHR/eCQM measures
 - c. Data for clinic reported measures
5. CareOregon agrees to timely review the QIP data submissions and adjust the QIP component performance payment level if needed as scheduled on the payment adjustment date specified.

C. Behavioral Health Incentive Terms of Participation:

1. Provider agrees to employ or provide a Behavioral Health Clinician (BHC) at each Provider location, as defined by the CareOregon Integrated

Behavioral Health Model specified in Exhibit D, and the BHC will practice within the scope of their respective license.

2. Provider agrees to document clinically relevant patient information in the same medical record at the point of care.
3. Provider agrees to submit to CareOregon, all claims for services provided by the Behavioral Health Clinician (BHC).
4. Provider agrees that no changes will be permitted to the selected Sub Population Measure during the period of this Agreement.
5. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation for that reporting event.
6. If Sub Population and CCO Population Reach Measurement data is not submitted prior to data submission deadlines, participating clinics will receive payment level zero (0), effective on the payment adjustment date subject to Provider having participated in a previous Behavioral Health Per Member Per Month payment program.

Providers new to participation in the Behavioral Health component of the PCPM program may elect to omit submission of the first Behavioral Health report due to the absence of data applicable to the lookback period of January 2021 through June 2021. Providers electing to omit submission of the first Behavioral Health report need to advise CareOregon (CPCCO, JCC) prior to August 2021.

7. CareOregon agrees to timely review BHI data submissions and adjust the BHI component performance payment level if needed as scheduled on payment adjustment date specified.

D. Other Conditions of Program Participation:

1. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).

2. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for Patient Centered Primary Care Home (PCPCH) Supplemental Payment, this Agreement will be re-evaluated.
3. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain any of the eligibility requirements of the CareOregon PCPM.
4. Provider agrees that payments received will be used to support the appropriate participating clinic(s) located in the Portland metro service area.
5. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written Agreement signed by the parties hereto.

Exhibit C Detailed Measure Sets for Clinical Tracks

CareOregon Metro
Family Practice Track

Beavercreek Health Center

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) (Due 8/21/21)	Target 2 (Measurement Period 2) (Due 2/28/21)	Benchmark
Clinical Quality Focus Area							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	57.5%	29.8%	59.6%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	29.4%	28.8%	28.8%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	25.5%	13.5%	27.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	82.3%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic-Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	15	14	13	N/A
Improving Language Access							
Behavioral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
CareOregon Population Reach							
Choice of Sub-Population:	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Oral Health Integration Focus Area							
Oral Evaluation for Adults with Diabetes	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
Cost of Care Focus Area							
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
Clinical Quality Focus Area							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	69.8%	35.3%	70.7%	78.5%
Childhood Immunization Status (Combo 2)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	85.4%	42.5%	85.0%	80.8%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	58.1%	28.2%	56.4%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	85.5%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	11	10	9	N/A
Improving Language Access							
Behavioral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
CareOregon Population Reach							
Choice of Sub-Population:	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Patients with Positive Depression Screen							
Oral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Preventive Dental Visits for Ages 1-14							
Cost of Care Focus Area	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	68.8%
Pediatric Cost of Care Narrative Report							
	Narrative Report	May 2020 - Apr 2021	Nov 2020 - Oct 2021	N/A	≥80%	>80%	N/A

Measure	DataSource	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
Clinical Quality Focus Area							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	58.3%	30.2%	60.4%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	17.5%	18.1%	18.1%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	16.7%	9.5%	19.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan 3rd Next Available	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	88.0%	Reporting Only	Reporting Only	N/A
	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	18	17	16	N/A
Improving Language Access	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
Behavioral Health Integration Focus Area							
CareOregon Population Reach	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Choice of Sub-Population:							
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Oral Health Integration Focus Area							
Oral Evaluation for Adults with Diabetes	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
Cost of Care Focus Area							
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

CareOregon Metro

Family Practice Track

Sunnyside Health Center

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
Clinical Quality Focus Area							
Kindergarten Readiness: Well-Child Visits 3-6yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	54.8%	28.6%	57.1%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	26.5%	26.2%	26.2%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	38.9%	19.5%	39.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	86.7%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	10	9	8	N/A
Improving Language Access	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
Behavioral Health Integration Focus Area							
CareOregon Population Reach	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Choice of Sub-Population:							
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Oral Health Integration Focus Area	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
Cost of Care Focus Area	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

Exhibit D

CCO Behavioral Health Integration Model of Care and Measure Specifications

1. Structural Behavioral Health Integration Criteria

BEHAVIORAL HEALTH INTEGRATION CRITERIA	Tier 1	Tier 2
Staffing: <ul style="list-style-type: none"> ✓ A behavioral health clinician (BHC) as defined by subset of ORS 414.025 (Table 4) is on-site, located in the same shared physical space as medical providers; or is offsite delivering telehealth services provided the BHC staff is dedicated to the practice site as part of the required BHC to PCP clinic FTE ratio. ✓ Mental Health, Substance Use Disorder, and Developmental Screening strategy is established with documentation for on-site local referral resources and processes. ✓ BHC(s) provide care at a ratio of 1 FTE BHC for every 6 FTE Primary Care Clinicians. 	✓ ✓ ✓	✓ ✓ ✓
Communication around Shared Patients: <ul style="list-style-type: none"> ✓ Primary care clinicians, staff, and BHCs document clinically relevant patient information in the same medical record at the point of care. ✓ Care team and BHC routinely engage in face-to-face collaborative treatment planning and co-management of shared patients. 	✓ ✓	✓ ✓
BHC as an Integrated Part of the Primary Care Team: <ul style="list-style-type: none"> ✓ Warm hand-offs/introductions between care team members and BHC. ✓ BHC is a regular part of practice activities (i.e. team meetings, provider meetings, quality improvement projects, case conferences). ✓ Pre-visit planning activities (i.e. scrubbing and/or huddling for behavioral health intervention opportunities). 	✓ ✓ ✓	✓ ✓ ✓
Same-Day Access: <ul style="list-style-type: none"> ✓ On average, ≥ 25% of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services). 	✓	
Same-Day Access: <ul style="list-style-type: none"> ✓ On average, ≥ 50% of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services). 		✓

2. Qualifying Behavioral Health Clinicians

Qualifying Behavioral Health Clinicians (BHC)*: <ul style="list-style-type: none"> ✓ Licensed psychologist ✓ Licensed clinical social worker ✓ Licensed professional counselor or licensed marriage and family therapist ✓ Certified clinical social work associate ✓ Intern or resident who is working under a board-approved supervisory contract in a clinical mental health field

*This list is a subset of ORS 414.025 and indicates the exhaustive list of BHCs that qualify as part of CCO's BHI Program.

3. BHI Population Reach Measure Specifications

Measure	Numerator (n) and Denominator (d) Descriptions	
CCO Member Population Reach	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members seen by clinic during measurement period.

4. BHI Sub-Population Measure Specifications

Measure	Numerator (n) and Denominator (d) Descriptions	
Depression (Pediatric only)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a positive depression screen as indicated by the measurement tool during measurement period.
Diabetes: HbA1c > 9 (Family Practice only)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a Diabetes: HbA1c > 9 during measurement period.
Alcohol & Drug Screening (Any clinical track)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a positive SBIRT screen during measurement period.
Numerator and Denominator Specification Notes		
<p>Inclusion criteria for patients seen by BHC (numerator):</p> <ul style="list-style-type: none"> ✓ All billable services, paid and unpaid, including face-to-face and telehealth interventions both scheduled and same-day appointments. ✓ Visits where the BHC assists in service delivery along with the medical provider resulting in increased medical complexity that is billed under the medical provider. ✓ Non-billable services including, but not limited to: <ul style="list-style-type: none"> ○ Documented introductions of the patient and/or patient support system to the BHC. These BHC introductions are sometimes referred to as a warm hand-off. ○ Documented consultations and shared care planning with internal primary care team members. ○ Documented consultations, care coordination and case management with external partners such as specialty behavioral health, hospitals, schools, families, etc. ○ Care management activities that include outreach and engagement services. ○ Non-billable services can be documented via EHR portal messages, phone encounters, letters documented in the patient record, interim notes, etc. <p>Exclusion criteria for patients seen by BHC (numerator):</p> <ul style="list-style-type: none"> ✓ Mass email/EHR messages to patients ✓ Telephone encounters where you are leaving a message ✓ Reminder messages (phone/EHR/text) ✓ Text messaging <p>Inclusion criteria for patients seen in Primary Care (denominator):</p> <ul style="list-style-type: none"> ✓ Any PCP or BHC appointment (e.g. 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355, 99401, 99402, 99403, 99404, 99411, 99412, G0507, G0505, 96156, 96158, 96159, 96164, 96165, 96167, 96168, 99408, G0396, 99409 G0397, 99406, G0436, 99407, G0437, 96110, 96127, 90791, 90832, 90834, 90837, 98966, 98967, 98968). <p>List is not all inclusive, the intent is that any service providing a clinical intervention or insight to the patient or on the patient's behalf including telehealth appointments can be included.</p>		

Provider is accountable for submitting data for the BHI Population Reach Measures and the Access & Engagement Measure according to specifications.

Exhibit E

Additional Measure Reporting Specifications

Equity Report Questions and Scoring: Improving Language Access

The Equity Report will be scored by the total number of points earned from clinics providing affirmative responses to the questions listed below. The Equity Report has a total of 50 possible points. Part 1 has 12 points; Part 2 has 20 point and Part 3 has 18 points. In order to pass, the clinic must receive the minimum number of points listed in the detailed measure set tables in Exhibit C for the respective data submission due date.

Part 1: Identification and assessment for communication needs

Question 1: Maximum 6 points

Please answer yes or no for each of the following statements on how your clinic identifies patients needing communication access (e.g. LEP, sign language users)

	Yes or No
The clinic has a process to respond to individual requests for language assistance services (including sign language)	
The clinic has a process for self-identification by the Deaf or hard of hearing person, non-English speaker or LEP individual.	
The clinic has a process for using open-ended questions to determine language proficiency on the telephone or in person	
The clinic's front desk and scheduling staff are trained to use video relay or TTY for patient services	
The clinic uses "I Speak" language identification cards or posters	
The clinic has a process for responding to patients' complaints about language access and clearly communicates this process to all patients.	

Question 2: Maximum 3 points

Please answer yes or no for each of the following statements about collecting data.

	Yes or No

The clinic collects data on the number of patients served who are Limited English Proficient (LEP)	
The clinic collects data on the number of patients served who are Deaf and hard of hearing	
The clinic collects data on the number of and prevalence of languages spoken by their patients	

Question 3: Maximum 3 points

Please answer yes or no for each of the following statements about members that refused, did not need or needed interpretation services but were not identified as such.

	Yes or No
The clinic collects data on the number of patients served who self-identified as LEP but refused interpretation services	
The clinic collects data on the number of patients served who are Deaf and hard of hearing but refused interpretation services.	
The clinic collects data on the number of patients served who were not identified in the chart as LEP or Deaf and hard of hearing, but who requested interpretation services	

[Part 2: Provision of Language Assistance Services](#)

Question 4: Maximum 4 points

Please answer yes or no to each of the following statements about tracking language access services at your clinic.

	Yes or No
The clinic tracks the primary language of person encountered or served.	
The clinic tracks the use of language assistance services such as interpreters and translators	
The clinic tracks bilingual and sign language staff time spent on language assistance services	

The clinic tracks the use of spoken and sign language assistance services by modality (e.g. in person; telephonic, video, other)	
---	--

Question 5: Maximum 7 points

Which types of language assistance services are used by your clinic in providing care to CPCCO members?

-Select Yes – CO vendor only, if your only source of contracted interpretation services is one of the CO provided vendors. -Select Yes if you have other interpretation contracts outside of CO.

Both responses will count as “yes”.

	Yes, Yes – CCO vendor only or No
Bilingual staff and providers	
In-house interpreters (spoken and sign)	
In-house translators (for documents)	
Contracted in-person interpreters	
Contracted translators (for documents)	
Contracted telephonic interpretation services	
Contracted video interpretation services	

Question 6: Maximum 7 points

Please select yes or no to the language assistance services that your clinic can provide detailed member level information on, such as member ID, date of service and interpreters’ credential.

	Yes or No
Bilingual staff and providers	
In-house interpreters (spoken and sign)	
In-house translators (for documents)	
Contracted in-person interpreters	
Contracted translators (for documents)	

Contracted telephonic interpretation services	
Contracted video interpretation services	

Question 7: Maximum 1 point

	Yes or No
Does your clinic have policies on the use of family members or friends to provide interpretation services?	

Question 8: Maximum 1 point

If yes to the previous question, please briefly describe or attach your policies on when or how family members can provide interpretation services.

Part 3: Data Reporting

Percent of member visits with interpreter need in which interpreter services were provided: 18 points possible

Numerator: Denominator visits that were provided with interpreter services

Denominator: Visits at the practice site during the measurement period with a CPCCO member who self-identified as having interpreter needs

Exclusions: Visits for which the member was offered and refused interpreter services

Measuring Performance: This measure is reporting only. In order to achieve points, the clinic is only required to report the data. There will be no targets or benchmarks for this program year. In future program years, this measure will have an improvement target or benchmark.

Reporting Format: For this reporting year, data will only be required in aggregate format: numerator and denominator for each practice site. If your clinic is able to track and report exclusions, they will be accepted, however, not all clinics may be able to report exclusions. Ability to report exclusions is not a requirement.

Clinics are encouraged to submit in the encounter level format if they have the capabilities, but it is not a requirement at this time. *In future program years*, this measure will change from aggregate to encounter level reporting.

A sample format for encounter level reporting is provided below for reference.

Column Name	Valid Input Value	Additional Instructions for Completing the Reporting Template
Member ID	Member's Medicaid ID	
Visit Type/Care Setting	Office Outpatient Telehealth Other	Please report only one visit per member per day. If multiple types of visits occurred on the same day, then please select one type of visit using the order of selections as a hierarchy. If an office outpatient visit and telehealth occurred on the same day, report the office outpatient visit, etc.
Visit Date	Visit Date YYYY/MM/DD	Please report only one visit per member per day.
In-person Interpreter Service	Yes No	Report all that apply during the visit date
Telephonic Interpreter Service	Yes No	
Video Remote Interpreter Service	Yes No	
Was the Interpreter OHA Certified or Qualified	OHA Certified OHA Qualified Not Certified or Qualified by OHA	
Interpreter's OHA Registry Number	OHA Registry number	
Was the Interpreter a Bilingual Staff	Yes No	
Did the member refuse Interpreter Service	Yes No	

Access and Engagement Measure Specifications

The following measures will follow specifications as defined by the National Committee for Quality Assurance (NCQA):

- a. HEDIS: Adults' Access to Preventive/Ambulatory Services
- b. HEDIS: Children and Adolescents' Access to Primary Care

Measure details can be found from CMS:

https://cmit.cms.gov/CMIT_public/ReportMeasure?measureRevisionId=675

<https://www.medicaid.gov/medicaid/quality-of-care/downAgreementds/medicaid-and-chip-child-core-set-manual.pdf>

Detailed measure specifications, published as of 1/7/2020, have been attached for reference.

The most current specifications provided by the NCQA will be used at the time of the performance evaluation. Participants shall be responsible for monitoring specification updates.

CCO Cost of Care Measure

1) Family Practice Track - Inpatient and Emergency Department Measure

The Cost of Care incentive payment is based on a composite measure including inpatient admissions and emergency department visits per 1,000 member months for one of the following conditions: diabetes with short-term complications, diabetes with long-term complications, uncontrolled diabetes without complications, diabetes with lower-extremity amputation, chronic obstructive pulmonary disease, asthma, hypertension, heart failure, bacterial pneumonia, or urinary tract infection.

Numerator

Discharges and emergency department visits that meet the inclusion and exclusion rules for the numerator in any of the following Prevention Quality Indicators (PQI):

FQI #1 Diabetes Short-Term Complications Admission Rate
FQI #3 Diabetes Long-Term Complications Admission Rate
FQI #5 Chronic Obstructive Pulmonary Disease (COPD) or Asthma in Older Adults Admission Rate
FQI #7 Hypertension Admission Rate
FQI #8 Heart Failure Admission Rate
FQI #11 Bacterial Pneumonia Admission Rate
FQI #12 Urinary Tract Infection Admission Rate
FQI #14 Uncontrolled Diabetes Admission Rate
FQI #15 Asthma in Younger Adults Admission Rate
FQI #16 Lower-Extremity Amputation among Patients with Diabetes Rate

More information about the PQIs can be found here:

https://qualityindicators.ahrq.gov/Modules/pqi_resources.aspx#techspecs

Discharges that meet the inclusion and exclusion rules for the numerator in more than one of the above PQIs are counted only once in the composite numerator. Each visit to an ED for one of the above PQIs is included in the numerator. Multiple ED visits on the same date of service are counted as one visit. Emergency Department visits are specified by the codes identified in the OHA ED Utilization specifications: [https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2020-2021-specs-\(Disparity\)-20201222.pdf](https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2020-2021-specs-(Disparity)-20201222.pdf)

Required exclusions for numerator: Mental health and chemical dependency services are excluded, using the codes in the above specifications.

Denominator

Member months for all CCO assigned population aged 19 and older.

Data elements required denominator: 1,000 Member Months.

Technical Notes:

This measure is aggregated to the organization level. Individual clinics or practice sites within a larger umbrella organization will use the same combined baseline data, measurement data and improvement targets.

2) Pediatric Cost of Care Narrative Report Specifications

Provider is to submit written narrative responses to questions within a template that will be provided by CareOregon. The template will be in Word Format and upAgreementd to the reporting location with other data submissions.

Reporting Component 1: Population segmentation for medical and social complexity

Population segmentation refers to the practice of identifying medical and social complexity using a standardized methodology and grouping patients by complexity, based on their relative resource needs. Please describe:

1a. Describe your clinic's capability in risk stratifying your pediatric population and interventions put in place to appropriately support the identified needs. Provide specific examples of how the risk stratification methodology identifies patients with high emergency department, hospital, and/or specialist utilization patterns. Also discuss how social determinants of health are identified and included with physical health to identify a pediatric patient's total risk.

1b. Describe your clinic's established training plans, policies or practices to support the build or maintenance of a trauma informed environment with specific attention on the topics of Adverse Childhood Experiences (ACEs), cultural responsiveness, and implicit bias. Additionally, how does your clinic orient and train new and existing clinical staff and care team members?

If you do not currently have a process in place for new and existing staff, please describe your plans to implement in 2020.

Reporting Component 2: Care coordination for children with medical and/or social complexity

2a. Describe the process for social-emotional screening among pediatric patients birth through five (5) years. How does the clinic address concerns identified by the screening in a timely manner?

2b. Describe how the clinic identifies pediatric patients as having a special healthcare need. Once identified, describe how needs are assessed for appropriate and timely referrals to specialists or other appropriate resources.

2c. Describe or provide policy/procedure of clinic's process for ensuring pediatric patients receive psychotropic medication that are for medically accepted indications. Please identify any specific populations of focus based on complexity (e.g. those in DHS custody).

3) Pediatric Cost of Care Narrative Report Grading Rubric

Narrative Evaluation Worksheet

Please fill out the fields below	
Narrative:	Pediatric Cost of Care
Program:	Primary Care Payment Model
Evaluator Name:	
Date Evaluated:	
LOB:	
Provider:	

Evaluation Elements	Scoring	Comments
Narrative described clinic's capability to risk stratify, interventions to address needs including both social & physical health	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described train plans, policies and practices to support TIC. Plans include orientation and training of both new and existing staff.	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described processes for screening and addressing social-emotional health for 0-5 yos	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described how the clinic identifies patients with special healthcare needs including process for referral to specialist or resources.	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Clinic described or provided a policy or procedure to ensuring pediatric patients receive psychotropic medication for medically accepted indications. Response identifies population of focus	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	

Narrative Grading Scoring					
	Total Possible Evaluation Elements	Total Met	Total Partially Met	Total Not Met	Total N/A
Totals	5				

Overall Score	
Score	
Narrative status	

**Evaluation of
Narrative
Questions –
Definitions**

The grading rubric definitions of how to evaluate the narrative questions

Met: The response addressed each requirement listed in the element. Policies or procedures described comprehensively address the element. Met = Full credit: 1 out of 1

Partially Met: The response addressed some but not all of the listed requirements in the element. Or a response was provided to all listed requirements, but policies or procedures have significant room for improvement. Partially Met = Half credit: .5

out of 1
Not Met: Section was unanswered, response did not address the requirements of the element or policies and procedures are inadequate to address the element. Not Met = No credit: 0 out of 1
N/A: Not applicable for program

*80% of evaluation elements are required to pass

CCO Oral Health Integration Measure

The following measures will follow specifications as defined by the Oregon Health Authority:

- a. Oral evaluation for adults with diabetes
- b. Preventive dental visits for ages 1-14

Measure specifications can be found at the Oregon Health Authority's website:

<https://www.oregon.gov/oha/HPA/ANALYTICS/Pages/CCO-Metrics.aspx>

The most current specifications provided by the OHA will be used at the time of the performance evaluation. Participants shall be responsible for monitoring specification updates.

Reporting Requirements by Data Source

Claims Measures

Performance on claims-based measures is calculated using CareOregon claims data. Clinics are not required to submit data for claims-based measures; however, clinics are provided with the opportunity to review performance data and to submit corrected claims prior to finalizing performance. Supplemental data without corrected claims will not be accepted.

EHR/eCQM Measures

Clinics that do not already provide CareOregon with data, or have data provided to CareOregon by another entity on the clinic's behalf, for CCO EHR/eCQM measures, must submit member-level or aggregate performance data on all EHR/eCQM measures. Clinics for which this data is already provided to CareOregon are not required to submit separately for PCPM.

All data for EHR/eCQM measures must be submitted according to OHA specifications, which can be found on the OHA website:

https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/YearEightGuidanceDocumentation_final.pdf

OHA is expected to publish Year 9 guidance documentation during the fourth quarter of 2021, and these specifications are to be used and applied to the measure reporting and evaluation of data due for the February 2022 data submission event.

Roster Measures

The Family Practice and Pediatric clinical tracks include at least one measure for which clinics are required to submit member-level immunization status from the EHR and/or Alert Immunization Information System (IIS). For these measures, CareOregon will provide clinics with a roster twice annually at least 30 days prior to data submission deadline, of all assigned CareOregon members that meet inclusion criteria.

June 24, 2021

Board of County Commissioners

Approval of an Intergovernmental Agreement (IGA) with
Clackamas Fire District #1 for the Project Hope program

Purpose/Outcomes	This IGA is for Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$40,487.20
Funding Source	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant No County General Funds are involved.
Duration	Upon signature – November 30, 2021.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	No previous Board action
County Counsel	County Counsel reviewed on 05/1/21 KR
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	10129

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

This IGA has a maximum value of \$40,487.20. This Agreement is effective upon signature and will terminate on November 30, 2021.

Page 2 County
June 1, 2021
Agreement #10129

Recommendation

We recommend approval of this Intergovernmental Agreement.

Respectfully submitted

Marya Rombough for Rodney A Cook

Rodney A. Cook, Interim Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10129

Division: PH
Contact: Weber, Jeanne
Program Contact:
 Herron, Apryl

- Subrecipient
- Revenue
- Amend # \$
- Procurement Verified
- Aggregate Total Verified

Board Order #:

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Clackamas Fire District #1

CONTRACT AMOUNT: \$40,487.20

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - 11/30/2021 | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

- Checked Off N/A
- Commercial General Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Business Automobile Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Professional Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?
 No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)
 If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Rastetter, Kathleen _____ Date Approved: Monday, May 17, 2021
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
 Amendment/Change Order Original Number

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Public Health**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas Fire District #1

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: The Community Paramedic role will provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

H3S CONTRACT NUMBER: 10129

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND
CLACKAMAS FIRE DISTRICT #1**

Agreement #10129

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November, 30, 2021 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed forty thousand, four hundred eighty seven dollars and twenty cents. (\$40, 487.20) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice for one time payout. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Apryl Herron or their designee will act as liaison for the County.

Contact Information:

503-742-5343 - AprylHer@clackamas.us

Josh Santos or their designee will act as liaison for the Agency.

Contact Information:

503 747-2777 Office - 503-504-3804 Cell - josh.santos@clackamasfire.com

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon

County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written

approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Chair, Board of County Commissioners

Date

Clackamas Fire District #1



Chief Nick Bowne, Fire Chief

5/24/21

Date

Exhibit A

SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Community Paramedic will work with individuals to establish a longer-term plan to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

Scope of Work

A. AGENCY agrees to:

1. Provide a .25 FTE Community Paramedic to perform the following:
 - a. Provide crucial follow-up visits to overdose survivors
 - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
 - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
 - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
 - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
 - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
 - i. Number of overdose survivors who receive follow-up by a community paramedic
 - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
 - iii. Type of treatment patient is referred to
 - iv. Number of naloxone kits distributed

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intra-Agency Agreement with
Clackamas Health Centers Division
for School Based Health Centers (SBHC) operating funds

Purpose/ Outcomes	This Amendment increases the contract value by \$51,250.00.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$213,250.00.
Funding Source	Public Health is receiving grant funds from the State Public Health Authority – No County General Funds will be used.
Duration	Effective March 01, 2021 and terminates on June 30, 2021
Previous Board Action	The Board previously viewed tis Agreement on October 1, 2020, Agenda item 100120-A4
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on May 17, 2021 KR
Procurement Review	Was the item processed through Procurement? NO This is grant funded and Health Centers is a named party in the grant.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	9867-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) for primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of primary care services at the SBHC's. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

Amendment #1 increases the contract value by \$51,250.00, bringing the contract maximum value to \$213,250.00. This Amendment is effective March 1, 2021 and continues through June 30, 2021. This Amendment is retro-active due to late receipt from the State.

Page 2

June 24, 2021

Agreement # 9867-01

RECOMMENDATION:

Staff recommends the Board approve this Amendment.

Respectfully submitted,

Mary Kumbough for Rodney A. Cook

Rodney A. Cook, Interim Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9867	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input type="checkbox"/> Revenue
	Program Contact: La Croix, Kim	<input checked="" type="checkbox"/> Amend # 1 \$ 51,250.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: Clackamas Health Centers

CONTRACT AMOUNT: \$213,250.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 3/1/2021 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____
Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Kathleen Rastetter Date Approved: Monday, May 17, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	<input type="checkbox"/> New Agreement/Contract
	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas Health Centers

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: CCHC will provide Oregon City and Sandy School based health center primary healthcare according to SBHC protocols and certification requirements CCHC policies and procedures.

Amendment #1 increases the contract value by \$51,250.

H3S CONTRACT NUMBER: 9867

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9867 Board Agenda Number _____

and Date _____

Division Public Health Amendment No. 1

Contractor Clackamas Health Centers Division

Amendment Requested By Philip Mason-Joyner

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

Amendment #1 increases the contract value. This Amendment is effective **March 01, 2021** and continues through **June 30, 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:

I. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed **\$162,000**. The funds shall be distributed as follows:

- Up to **\$54,000** for Oregon City SBHC
- Up to **\$54,000** for Rex Putnam SBHC
- Up to **\$54,000** for Sandy SBHC

TO READ:

I. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed **\$213,250**. The funds shall be distributed as follows:

- Up to **\$71,083.40** for Oregon City SBHC
- Up to **\$71,083.40** for Rex Putnam SBHC
- Up to **\$71,083.40** for Sandy SBHC

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

Clackamas Health Centers Division

Clackamas County

Deborah Cockrell Digitally signed by Deborah
Cockrell
Date: 2021.06.01 08:53:02 -0700 6.1.21

Authorized Signature Date

Chair, Board of County Commissioners Date

Deborah Cockrell, Director

Printed Name

Date

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with
Northwest Housing Alternatives for
Emergency Shelter Services

Purpose/Outcomes	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County, and connect these individuals and families with permanent housing and other positive exit destinations.
Dollar Amount and Fiscal Impact	\$132,240
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance. No County General Funds.
Duration	Amendment effective upon signature through June 30, 2021, with an eligible Year 2 term of July 1, 2020 to June 30, 2021.
Previous Board Action	The original agreement was approved by the Board of Commissioners on April 2, 2020.
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	<ol style="list-style-type: none"> 1. <i>Date of Counsel review: 6/3/21</i> 2. <i>Initials of County Counsel performing review: KR</i>
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9627

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 with Northwest Housing Alternatives (NHA).

June 24, 2021

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for increases to the awards when additional funding is available.

Additional Emergency Housing Assistance (EHA) funding is available from the State of Oregon Housing and Community Services Department (OHCS). The eligible expense period of the Amendment is Year 2 of the Agreement, July 1, 2020 to June 30, 2021. The Amendment increases the EHA amount in Year 2 by \$132,240 for a revised total contract value of \$344,311. The Amendment was approved by County Counsel June 3, 2021, and there are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this amendment, and that Tootie Smith, Board Chair; or her designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9627	Division: SS	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Diridoni, Jessica	<input type="checkbox"/> Revenue
	Program Contact: Silver, Erika	<input checked="" type="checkbox"/> Amend # 1 \$ \$132,240.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: 19-21 Northwest Housing Alternatives

CONTRACT AMOUNT: \$344,311.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input checked="" type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021 | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Thursday, June 3, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:



Date: 06/07/2021

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 Northwest Housing Alternatives

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: This agreement will allow Northwest Housing Alternatives to provide temporary shelter bed nights to families experiencing homelessness and connecting them to permanent housing and other positive exit destinations.

Increases Year 2, FY20-21 EHA bednight funding by: \$132,240.00

H3S CONTRACT NUMBER: 9627

Amendment (FY 20-21)
Clackamas County, Department of Health, Housing and Human Services

<u>Agreement Number: H3S#9627</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S, Social Services Division</u>	<u>Amendment No. 1</u>
<u>Agency: Northwest Housing Alternatives</u>	<u>Amendment Requested By: Brenda Durbin</u>
Changes: <input type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This agreement provides for emergency shelter bednights.

This amendment adds to the maximum compensation to allow Northwest Housing Alternatives (NHA) to provide temporary emergency shelter bednight services to un-housed individuals and families in Clackamas County and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible.

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023.

Maximum compensation is increased by \$132,240 Emergency Housing Assistance (EHA) for a total of \$177,240 EHA in Year 2, with a revised new total contract value of \$344,311. This amendment is effective **upon signature** and continues through June 30, 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:

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Eighty Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) consisting of \$57,421 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA) and \$29,292 of State Homeless Assistance Funds (SHAP), and

A Year Two sum not to exceed One Hundred Twenty-Five Thousand, Three Hundred Fifty-Eight Dollars (\$125,358), consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$80,358 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed Two Hundred Twelve Thousand, Seventy-One Dollars (\$212,071). Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is November 3, 2019 to June 30, 2020.

Northwest Housing Alternatives

Emergency Shelter Grant – H3S#9627, Amendment # 1

Page 2 of 4

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

TO READ:

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Eighty Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) consisting of \$57,421 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA) and \$29,292 of State Homeless Assistance Funds (SHAP), and

A Year Two sum not to exceed ***Two Hundred Fifty-Seven Thousand, Five Hundred Ninety-Eight Dollars (\$257,598)***, consisting of ***\$177,240*** of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$80,358 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed ***Three Hundred Forty-Four Thousand, Three Hundred Eleven Dollars (\$344,311)***. Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is November 3, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

AMEND:

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Eighty-Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) from November 3, 2019 to June 30, 2020 during Year One, and

an amount not to exceed One Hundred Twenty-Five Thousand, Three Hundred Fifty-Eight Dollars (\$125,358) from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

Northwest Housing Alternatives

Emergency Shelter Grant – H3S#9627, Amendment # 1

Page 3 of 4

The total amount Grantee is eligible for under this Grant may not exceed Two Hundred Twelve Thousand, Seventy-One Dollars (\$212,071).

TO READ:

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Eighty-Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) from November 3, 2019 to June 30, 2020 during Year One, and

an amount not to exceed ***Two Hundred Fifty-Seven Thousand, Five Hundred Ninety-Eight Dollars (\$257,598)*** from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed ***Three Hundred Forty-Four Thousand, Three Hundred Eleven Dollars (\$344,311)***.

AMEND:

TABLE A.

Column B 'Two Year Budget'

TO READ:

\$257,598

AMEND:

TABLE A.

Column C 'TOTAL'

TO READ:

\$344,311

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

GRANTEE
Northwest Housing Alternatives

By: Trell Anderson
Authorized Signature
Trell Anderson, Executive Director

June 7, 2021
Dated

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:
County Signatures:

Tootie Smith, Chair

Dated

Approved to Form:

Kathleen J. Ricketts

County Counsel

6/3/2021
Dated

June 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with
Clackamas Women’s Services for
Emergency Shelter Services

Purpose/Outcomes	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations.
Dollar Amount and Fiscal Impact	\$117,760
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. No County General Funds.
Duration	Amendment effective upon signature through June 30, 2021, with an eligible Year 2 term of July 1, 2020 to June 30, 2021.
Previous Board Action	The original agreement was approved by the Board of Commissioners on April 2, 2020.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	1. <i>Date of Counsel review: 6/3/21</i> 2. <i>Initials of County Counsel performing review: KR</i>
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9626

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 with Clackamas Women’s Services (CWS).

June 24, 2021

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. CWS was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for increases to the awards when additional funding is available.

Additional Emergency Housing Assistance (EHA) funding is available from the State of Oregon Housing and Community Services Department (OHCS). The eligible expense period of the Amendment is Year 2 of the Agreement, July 1, 2020 to June 30, 2021. The Amendment increases the EHA amount in Year 2 by \$117,760 for a revised total contract value of \$229,689. The Amendment was approved by County Counsel June 3, 2021, and there are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this amendment, and that Tootie Smith, Board Chair; or her designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Roubacek for
Rodney A. Cook*

Rodney A. Cook, Interim Director
Health Housing & Human Services Department

Contract Transmittal Form
Health, Housing & Human Services Department

H3S Contract #: 9627

Board Order #:

Division: SS
Contact: Diridoni, Jessica
Program Contact:
Silver, Erika

Subrecipient
 Revenue
 Amend # 1 \$ \$132,240.00
 Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 24, 2021

CONTRACT WITH: 19-21 Northwest Housing Alternatives

CONTRACT AMOUNT: \$344,311.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input checked="" type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021 | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:
Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Thursday, June 3, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:  _____

Date: 06/07/2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 Northwest Housing Alternatives

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/24/2021

PURPOSE OF

CONTRACT/AGREEMENT: This agreement will allow Northwest Housing Alternatives to provide temporary shelter bed nights to families experiencing homelessness and connecting them to permanent housing and other positive exit destinations.

Increases Year 2, FY20-21 EHA bednight funding by: \$132,240.00

H3S CONTRACT NUMBER: 9627

Amendment (FY 20-21)
Clackamas County, Department of Health, Housing and Human Services

Agreement Number: H3S#9626

Board Order Number:

Department/Division: H3S, Social Services Division

Amendment No. 1

Agency: Clackamas Women's Services

Amendment Requested By: Brenda Durbin

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This agreement provides for emergency shelter bednights.

This amendment adds to the maximum compensation to allow Clackamas Women's Services (CWS) to provide temporary emergency shelter bednight services to un-housed individuals and families in Clackamas County who are survivors of domestic violence, including sexual assault and/or human trafficking, and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible.

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. CWS was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023.

Maximum compensation is increased by \$117,760 Emergency Housing Assistance (EHA) for a total of \$162,760 EHA in Year 2, with a revised total contract value of \$229,689. This amendment is effective **upon signature** and continues through June 30, 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:

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) consisting of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and

A Year Two sum not to exceed Seventy-Nine Thousand, Three Hundred and Fifty Dollars (\$79,350), consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$34,350 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed One Hundred Eleven Thousand Nine Hundred and Twenty-Nine Dollars (\$111,929). Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is July 1, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

Clackamas Women's Services

Emergency Shelter Grant – H3S#9626, Amendment # 1

Page 2 of 4

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

TO READ:

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) consisting of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and

A Year Two sum not to exceed **One Hundred Ninety-Seven Thousand One Hundred Ten Dollars (\$197,110)**, consisting of **\$162,760** of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$34,350 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed **Two Hundred Twenty-Nine Thousand, Six Hundred Eighty-Nine Dollars (\$229,689)**. Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is July 1, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

AMEND:

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) from July 1, 2019 to June 30, 2020 during Year One, and

an amount not to exceed Seventy-Nine Thousand, Three Hundred and Fifty Dollars (\$79,350) from July 1, 2020 to to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed One Hundred Eleven Thousand Nine Hundred and Twenty-Nine Dollars (\$111,929).

Clackamas Women's Services

Emergency Shelter Grant – H3S#9626, Amendment # 1

Page 3 of 4

TO READ:

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) from July 1, 2019 to June 30, 2020 during Year One, and

an amount not to exceed ***One Hundred Ninety-Seven Thousand One Hundred Ten Dollars (\$197,110)***, from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed ***Two Hundred Twenty-Nine Thousand, Six Hundred Eighty-Nine Dollars (\$229,689)***.

AMEND:

TABLE A.

Column B 'Two Year Budget'

TO READ:

\$197,110

AMEND:

TABLE A.

Column C 'TOTAL'

TO READ:

\$229,689

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

GRANTEE
Clackamas Women's Services

By:  _____
Authorized Signature
Melissa Erlbaum, Executive Director
6/7/2021

Dated

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:
County Signatures:

Tootie Smith, Chair

Dated

Approved to Form:



County Counsel

6/3/2021
Dated