

November 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Clackamas Women’s Services
to Provide Homeless Shelter Services – Children’s Progaming 2021.
No County General Funds are involved.

Purpose/ Outcome	Signature approval of an agreement to provide funding for the education and services to be provided to children in a homeless shelter who are also overcoming sexual and domestic violence trauma.
Dollar Amount and Fiscal Impact	Community Development Block Grant (CDBG) FY21 funds of \$15,000 as a grant. No County General Funds are included in this Agreement.
Funding Source	U.S. Department of Housing and Urban Development (HUD)
Duration	July 1, 2021 to June 30, 2022
Previous Board Action/ Review	BCC Public Hearing on April 8, 2021. May 6, 2021 BCC Approval of the 2021 Action Plan which included \$50,000 for the Annie Ross House shelter.
Strategic Plan Alignment	Build a Strong Infrastructure. Ensure Safe, Healthy and Secure Communities.
County Review	1. The Subrecipient Agreement was reviewed and approved by County Counsel AN on October 26, 2021.
Procurement Review	1. Was the ítem processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-351-7240
Contract No.	H3S #10430 Subrecipient Agreement 22-018

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for the purpose to provide education and services to children recovering from sexual and domestic violence who are housed in a domestic violence shelter located in Oregon City, OR, 97045. In 2019 Clackamas Women’s Services (CWS) applied for Community Development Block Grant (CDBG) funding to provide children’s progaming at homeless shelter.

PROJECT OVERVIEW: The CWS shelter will provide children’s education and awareness services to individuals and families as related to overcoming trauma.

It is expected that the funding under this CDBG contract will assist approximately 60 homeless families during the program year.

RECOMMENDATION: We recommend the signature approval of this Sub-recipient Agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-018**

Project Name: **CDBG FY2021 CWS – Children’s Programming**
Project Number: **6402 22200 - 1800**

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Health, Housing and Human Services Department,
Community Development Division (“COUNTY”)
and **Clackamas Women’s Services** (“SUBRECIPIENT”), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Bouavieng Bounnam	Program Manager: Amy Council
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5422 Email: bbounnam@clackamas.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone: 971-349-2949 Email: acouncil@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Carla Batcheller	Program Representative: Angie Drake
Clackamas Women’s Services 256 Warner Milne Road Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	Clackamas Women’s Services 256 Warner Milne Road Oregon City, OR 97045 Phone: 503-655-8600 Email: angied@cwsor.org
DUNS: 959059759	

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. The program is designed to provide CDBG funds to SUBRECIPIENT to support homelessness prevention by securing funds to provide for staffing and program expenses at a local domestic violence shelter.
2. COUNTY has applied for and expects to receive CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“ACT”).
3. Funds provided by COUNTY shall be used for expenditures for **CWS Homeless Shelter**, in Oregon City, OR, a domestic violence homeless shelter and funding is for the Children’s Program which provides education and services that help children overcome the trauma of domestic and sexual violence.
4. In response to a Congressional directive, HUD has required all recipients to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.

5. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter program benefiting homeless participants of the Children's Program. Documentation shall be provided through submission of quarterly reports on CWS House activities and persons served as related to the Children's Program. The report is included as Attachment A and shall be submitted to the COUNTY with each quarterly invoice.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "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 SUBRECIPIENT for expenses approved in writing by COUNTY relating to the Program (described below) 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 is described in the attached Exhibit A: Subrecipient Scope of Work. SUBRECIPIENT agrees to carry out 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, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B21-UC-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title I of the Code of Federal Regulations ("CFR"), Part 24, Sub-Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Community Development Block Grant (Assistance Listing #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B21-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$15,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **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 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that HUD has determined CDBG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. 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 sole 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 Section 8.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **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 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.

Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 570 Subpart C.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **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 modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** SUBRECIPIENT claims a portion of its provisional negotiated indirect cost rate (25.6% of salary/fringe) negotiated with the Department of Justice Office on Violence Against Women, dated May 10, 2021 as indicated in Exhibit B: Budget.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** HMIS reporting is not a requirement of this Agreement.
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit E), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.

- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <https://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial 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 and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;
 - 2. Rental Assistance Agreements;
 - 3. Service and assistance provided;
 - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 - 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7), as applicable.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the CDBG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **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 grant 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, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.307 generated by activities carried out with CDBG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for

activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. 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, "Equal Employment Opportunity" 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Except as may be permitted under applicable law, any confidential or personally identifiable information (as defined under 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's

written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. 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.
- c) **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 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 in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of 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.
- 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, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' 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. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.

The certificate will specify that all insurance-related provisions within the Agreement have been complied with. 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.
- 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.
- d) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- e) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- f) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- g) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply.
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR Part 200 Subpart B apply to SUBRECIPIENT and program income is to be used as the nonfederal share. These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j)(3)
- f) **Environmental review responsibilities.**

- 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR Part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
 - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to these public services in the CDBG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of CDBG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under CDBG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with CDBG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with CDBG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 570.606 governing the CDBG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 570.606 and such assistance shall be subtracted from the CDBG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real

property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the CDBG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.

- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with CDBG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
 - i. **Compliance.** SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients or subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 ("Section 3"), the regulations set forth in 24 CFR, Subtitle A, Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other

disability exist which would prevent compliance with these requirements.

- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
20. **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.
21. **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.

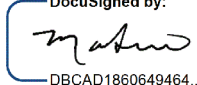
22. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of 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.
23. **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.
24. **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.
25. **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.
26. **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.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS WOMEN'S SERVICES

DocuSigned by:

By: _____
Melissa Erlbaum
Executive Director

Melissa Erlbaum 10/29/2021

Printed Name _____ Date _____
256 Warner Milne Road
Street Address _____
Oregon City, OR 97045
City / State / Zip _____

CLACKAMAS COUNTY

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

Tootie Smith, Chair
Board of County Commissioners

Date _____

Approved to Form:

Andrew Naylor via email
County Counsel

10/26/2021
Date _____

- Exhibit A. SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Final Financial Report
- Attachment A: Community Development Block Grant – Annual Report

EXHIBIT A

SUBRECIPIENT SCOPE OF WORK

1. Scope of Work for: Clackamas Women's Services – Children's Programming 2021

These CDBG funds are to be used to prevent, prepare for, and respond to homelessness prevention among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities. SUBRECIPIENT agrees to accomplish the following work under this Agreement:

- A. Provide emergency shelter services to homeless families by paying for staff and other operational expenses.
 - B. It is expected that the funding under this CDBG contract will assist approximately 60 homeless families with shelter services during the program year.
2. SUBRECIPIENT agrees to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
 3. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter benefiting homeless persons. Documentation shall be provided through submission of quarterly reports on all Annie Ross House activities and persons served. The report is included as Attachment A and shall be submitted to COUNTY with each quarterly invoice.
 4. COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
 5. COUNTY agrees to apply for and administer CDBG funds received under the ACT, and to provide funds to SUBRECIPIENT pursuant to this Agreement.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed \$15,000 for the fiscal year with payments to be made as outlined in the body of this Agreement.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Budget Category	Maximum Expenditure FY21
Personnel	\$11,900
Program Supplies	\$54
Indirect Costs*	\$3,046
TOTAL	\$15,000

*SUBRECIPIENT claims a portion of their federally-negotiated indirect cost rate of 25.6% of salary/fringe, negotiated with the DOJ Office on Violence Against Women (provisional rate; date May 10, 2021)

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

22-2018

Clackamas women's services

Organization Name

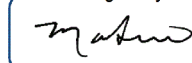
Award Number or Project Name

Melissa Erlbaum

Executive Director

Name and Title of Authorized Representative

DocuSigned by:



10/29/2021

Signature

DBCAD1860649464...

Date

**Exhibit D
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient <u>Clackamas Women's Services</u>	Grant Number: <u>22-018</u>
Address: _____	Report Period: _____
	Contract #: _____
Contact Person: _____	Federal Award #: <u>B21-UC-41-0001</u>
Phone Number: _____	CFDA(s): <u>14.218</u>
E-mail: _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

Clackamas County and the Federal government retain 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 the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review

Project Officer Name: _____

Department: _____

Signature: _____

Date: _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by CDBG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment A.

Project Name: CDBG 2021 Children's Programming	Agreement #: 22-018
Federal Award #: B21-UC-41-0001	Date of Submission: XX/XX/XX
Subrecipient: CLACKAMAS WOMEN'S SERVICES	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT E: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	\$15,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____ (after project completion)

Project Name: **CWS Children's Programming**

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

of Females _____
 # of Males _____
 # of Elderly _____
 # of persons with disabilities _____

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

 Signature

 Date

 Organization

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native **and** White (Row 6)

Asian **and** White (Row 7)

Black or African American **and** White (Row 8)

American Indian or Alaska Native **and** Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

November 24, 2021

Members of the Board:

Approval of Subordination Agreement with JLL Real Estate Capital, LLC for HOME Loan with Mt. Scott Terrace and attached Legal Counsel Board Order Approving Agreement provided there are no material changes. Subordination is to agree to JLL Real Estate Capital, LLC in first position, for a loan term of 7 years.

No County General Funds, changes in HOME requirements, or HOME funding are involved.

Purpose/Outcome	Request approval of subordination request from Guardian Holding, Inc. for the refinancing of HOME loan activity – Mt. Scott Terrace Limited Partnership with JLL Real Estate Capital, LLC and attached Legal Counsel Board Order.
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	HUD HOME 2004 affordable housing activity. No County General Funds are involved.
Duration	Effective upon signature until May 31, 2036.
Previous Board Action/Review	BCC Business meetings – May 27, 2004, HOME loan documents approved in the amount of \$400,000 for 9 HOME units; April 28, 2005, Amendment #1 approved to increase funding to \$450,000 for 10 HOME units; August 5, 2021, Transfer of General Partner interests from Geller, Silvis & Associates, Inc. to Guardian Holding, Inc.
Strategic Plan Alignment	Approval of this item will allow for continued access to safe, stable, affordable housing for fifty-two households with incomes below 60% of median area income; and build public trust by sharing the process to date in this request for BCC approval.
Counsel Review	Date of County Counsel review: November 1, 2021 County Counsel: Andrew Naylor * requesting attached Board Order approval for requested Subordination document, explanation in Background section
Procurement Review	Was the item process through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> If no, provide brief explanation: item is not procuring goods or services
Contact Person	Pamela Anderson 971/804-3464
Contract No.	10420

BACKGROUND:

History - Clackamas County entered into a HOME loan Agreement with Mt. Scott Associates Limited Partnership dated Mary 27, 2004, as subsequently amended April 28, 2005, in the amount of \$450,000 for the development of the Mt. Scott Terrace, a multi-family rental project consisting of 52, two and three bedroom units targeting working families located in Happy Valley, OR.

On August 5, 2021 the BCC approved the transfer from Anna's Geller Properties LLC entity to Guardian GM Mt. Scott Terrace LLC.

Guardian entity is acquiring the limited partner interests with a re-finance with JLL Real Estate Capital, LLC (Lender). JLL Real Estate Capital, LLC is requesting that the HOME loan be subordinate to their loan. The loan closing with them will be after this BCC meeting and is dependent on BCC approval.

County Counsel, Andrew Naylor, has reviewed the Subordination document and has provided approval with the attached prepared Board Order for Clackamas County Board of Commissioners or County Administrator. This prepared Board Order delegate's limited authority to sign the Agreement provided no material changes are made between the date of this Order and the closing of Borrower's refinance transaction due to BCC meeting and loan closing timing differences. The Freddie Mac subordination agreement will not be signed by the parties until much closer to closing as is Freddie Mac's standard, nationwide practice.

Guardian entity will continue to own and operate the property abiding by all HOME requirements in the original HOME loan documents.

RECOMMENDATION:

Staff recommends approval of both the Subordination request and the County Counsel prepared Board Order, and authorizes the Chair/County Administrator to sign on behalf of the County.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook

Director

Health, Housing and Human Services (H3S)

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10420

Division: CD

Subrecipient

Board Order #:

Contact: Anderson, Pamela

Revenue

Program Contact:

Amend # \$

Anderson, Pamela

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Wednesday, November 24, 2021

CONTRACT WITH: Mt. Scott Associates Limited Partnership

CONTRACT AMOUNT: \$450,000.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year

4 or 5 Year

Upon Signature

Biennium

Other

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: Andrew Naylor

Date Approved: Monday, November 1, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Pamela Anderson

Date: Nov. 3, 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
Community Development**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Mt. Scott Associates Limited Partnership _____

BOARD AGENDA ITEM

NUMBER/DATE: _____ DATE: 11/24/2021 _____

PURPOSE OF

CONTRACT/AGREEMENT: A multi-family rental project consisting of 52, two and three bedroom units targeting working families located in Happy Valley, OR.

Guardian entity is acquiring the limited partner interests with a re-finance with JLL Real Estate Capital, LLC (Lender) for Mt. Scott Terrace 2004 HOME affordable housing activity. JLL Real Estate Capital, LLC is requesting that the HOME loan be subordinate to their loan. Subordination and Legal Counsel Board Order documents being submitted for BCC approval for this item.

H3S CONTRACT NUMBER: 10420 _____

Prepared by, and after recording
return to:
Robinson & Cole LLP
1055 Washington Boulevard
Stamford, CT 06901
Attention: Matthew M. Dolan, Esq.

Property Name: Terrace at Mount Scott Apartments
Freddie Mac Loan Number: 508841208

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 6-15-2020)

Property Name: Terrace at Mount Scott Apartments
Freddie Mac Loan Number: 508841208

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 6-15-2020)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of October __, 2021, by and between (i) **JLL REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company (“**Senior Lender**”) and (ii) **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon, through its Community Development Division (“**Subordinate Lender**”).

RECITALS

- A. **MT. SCOTT ASSOCIATES LIMITED PARTNERSHIP**, an Oregon limited partnership (“**Borrower**”) is the owner of certain land located in Clackamas County, Oregon, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$4,010,000 (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of October __, 2021, between Senior Lender and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated as of the date of the Senior Loan Agreement (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property**.”
- C. Pursuant to a HOME Loan Agreement dated as of May 27, 2004, between Subordinate Lender and Borrower, as amended (“**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$400,000, as increased to \$450,000 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 2, 2004, as amended (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.
- D. The Senior Mortgage will be recorded in the Official Records of Clackamas County, Oregon (“**Recording Office**”). The Subordinate Mortgage is recorded in the Recording Office at as Document Number 2004-082774, as modified by Document Number 2005-43650.

- E. The execution and delivery of this Agreement is a condition of Senior Lender's making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms "**Condemnation**," "**Imposition Deposits**," "**Impositions**," "**Leases**," "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“Enforcement Action Notice” means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“Lien” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“Notice” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“Regulatory Agreement” means the Declaration of Land Use Restrictive Covenants between Borrower and Subordinate Lender recorded in the Recording Office on September 3, 2004 as Recording No.: 2004-082773; which Declaration was modified and replaced by instrument recorded May 13, 2005 as Recording No.: 2005-043649; which Declaration was further modified and replaced by instrument recorded January 17, 2007 as Recording No.: 2007-003798; and as amended by instrument recorded October 23, 2015, as Recording No.: 2015-071424.

“Senior Indebtedness” means the “Indebtedness” as defined in the Senior Loan Agreement.

“Senior Lender” means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

“Senior Loan Documents” means the “Loan Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“Senior Mortgage Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.

“Senior Note” means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

“Subordinate Indebtedness” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“Subordinate Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Documents” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Mortgage Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Deposits.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) The current unpaid principal balance of the Subordinate Indebtedness is [\$].
 - (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

- (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
- (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
- (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender agrees that Borrower will not be obligated to make payments on the Subordinate Indebtedness in an amount that exceeds 75% of then available Surplus Cash.
- (d) Payments After Senior Loan Default or Bankruptcy.
 - (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
 - (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as

provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

- (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
 - (B) Any proceeds from any Enforcement Action.
 - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
- (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

- (a) Notice of Subordinate Loan Default and Cure Rights.
- (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
 - (ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

- (A) Discontinues its pursuit of any cure.
 - (B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.
 - (iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.
 - (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.
- (b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.
- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).
 - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
 - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
 - (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

- (iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.
- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

- (a) Notice of Senior Loan Default and Cure Rights.
 - (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
 - (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
 - (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.

- (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:
 - (A) To conduct a separate sale of any portion of the Mortgaged Property.
 - (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
 - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.
- (ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:
 - (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
 - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
 - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
- (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

- (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.
- (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
- (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of,

or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
 - (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
 - (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the

provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.
 - (f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
 - (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
 - (h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.
- 8. Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

10. **Notices.**

- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

JLL Real Estate Capital, LLC
2177 Youngman Avenue
St. Paul, Minnesota 55116
Attn: Loan Servicing
Email: loanservicing@am.jll.com

Notices intended for Subordinate Lender will be addressed to:

Clackamas County Community Development
2051 Kaen Road
Oregon City, Oregon 97045
Attention: HOME Manager

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. **Miscellaneous Provisions.**

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties

to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.

- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are reasonably required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to

a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

JLL REAL ESTATE CAPITAL, LLC, a Delaware limited liability company

By: _____

Name: Heather L. Cox

Title: Closing Coordinator

STATE OF OHIO)
) ss.:
COUNTY OF DELAWARE)

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Heather L. Cox, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SUBORDINATE LENDER:

CLACKAMAS COUNTY, a political subdivision of the State of Oregon, through its Community Development Division

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.:
COUNTY OF CLACKAMAS)

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated October __, 2021, by and between **JLL REAL ESTATE CAPITAL, LLC** and **CLACKAMAS COUNTY** and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

MT. SCOTT ASSOCIATES LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Mt. Scott Terrace, LLC,
an Oregon limited liability company
Its: General Partner

By: GM Mt. Scott Terrace LLC,
an Oregon limited liability company
Its: Manager

By: Guardian Development LLC,
an Oregon limited liability company
Its: Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company
Its: Manager

By: Guardian Holding, Inc.,
an Oregon corporation
Its: Manager

By: _____
Name: Thomas Brenneke
Title: President

STATE OF _____)

COUNTY OF

) ss.:
)

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Thomas Brenneke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

The East 20 rods of:

A part of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as:

Beginning at the Southeast corner of Lot 2 of said section, being the Southeast corner of the Samuel W. McMahan Homestead, Notification No. 5746; thence West on the South line of said Lot 2, 40 rods; thence North 40 rods; thence East 40 rods to the quarter section line; thence South 40 rods to the place of beginning.

EXCEPTING THEREFROM a strip of land along the North end of said premises 150 feet in width to be cut off by a line parallel with and 150 feet South of the South line of Otty Road as it existed on September 15, 1999.

ALSO EXCEPTING THEREFROM those portions thereof lying North of the South line of the land conveyed to Clackamas County Development Agency, a political subdivision of the State of Oregon, by Warranty Deed recorded December 23, 1999 as Recorder's Fee No. 99-117404.

ALSO EXCEPTING THEREFROM those portions described by instrument in favor of Clackamas County, recorded February 1, 2011 as Recorder's Fee No. 2011-007382.

ALSO EXCEPTING THEREFROM those portions described by instrument in favor of Clackamas County, recorded May 17, 2011 as Recorder's Fee No. 2011-029478.

PARCEL II:

A part of Section 28, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southeast corner of Lot 2 of said section being the Southeast corner of the Samuel W. McMahan Homestead Notification No. 5746; thence West 330.00 feet to a 1/2 inch pipe in the South line of said Lot 2; thence North 485.8 feet to a 1/2 inch pipe which is also the Northwest corner of that certain parcel conveyed by Bertha C. Bohlman to William E. England, et ux. by Deed recorded October 29, 1952 in Book 462, Page 209, Deed Records, and the true place of beginning; thence continuing North 170.00 feet to the center of Otty Road; thence East along the center of Otty Road to an intersection with the center of S.E. 92nd Avenue marked by a 1 inch pipe; thence South 170.00 feet along the center of S.E. 92nd Avenue to the Northeast corner of the said England tract; thence West 330.00 feet to the true place of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the land conveyed to Clackamas County Development Agency, a political subdivision of the State of Oregon, by Warranty Deed recorded December 23, 1999 as Recorder's Fee No. 99-117404.

ALSO EXCEPTING THEREFROM those portions described by instrument in favor of Clackamas County, recorded February 1, 2011 as Recorder's Fee No. 2011-007382.

ALSO EXCEPTING THEREFROM those portions described by instrument in favor of Clackamas County, recorded May 17, 2011 as Recorder's Fee No. 2011-029478.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving HOME
Loan Subordination Agreement



Board Order No. _____
Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the "Board") has authority to sign all contracts, loans, and any amendments or renewals of the same;

Whereas, Clackamas County ("County") entered into a HOME Loan Agreement with Mt. Scott Associates Limited Partnership ("Borrower") dated as of May 27, 2004, as subsequently amended, wherein County loaned Borrower the principal amount of \$450,000 ("**HOME Loan**");

Whereas Borrower has obtained refinancing to acquire limited partner interest;

Whereas, to close on the refinancing, Borrower's lender requires County to execute a subordination agreement (the "Agreement");

Whereas, due to the timing and nature of the closing of Borrower's refinance transaction, non-substantive changes may occur to the Agreement after the date of this Order, making it impossible for a final Agreement to be presented to the Board in the normal course of business;

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. Execution of the Agreement in substantially the form attached hereto is hereby approved;
2. The Chair of the Clackamas County Board of Commissioners or the Clackamas County Administrator are hereby delegated limited authority to sign the Agreement provided no material changes are made between the date of this Order and the closing of Borrower's refinance transaction.

[Signatures to Follow]

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving HOME
Loan Subordination Agreement



Board Order No. _____
Page 2 of 2

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

November 24, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for Operation as the Local Public Health Authority for Clackamas County.

Contract not to exceed \$10,352,667.14 Funding is provided by the State of Oregon.
No County General Funds are involved.

Purpose/Outcomes	Amendment #3 adds \$6,727,245.14
Dollar Amount and Fiscal Impact	Bringing the contract maximum value to \$10,352,667.14
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective September 1, 2021 and terminates on June 30, 2022
Previous Board Action	The Board previously reviewed and approved this agreement on July 22, 2021, Agenda item 072221-A8, October 14, 2021, Agenda item 20211014 A14
Strategic Plan Alignment	1. Funding through this Amendment allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, and Women's, Infants, and Children (WIC) Program 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on October 25, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10213-03

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #3 adds \$6,727,245.14 Bringing the contract maximum value to \$10,352,667.14

Per the States directive in the Amendment, this Amendment is effective September 1, 2021 and continues through June 30, 2021 regardless of the date the Amendment is fully executed.

Page 2 Staff Report
November 24, 2021
Agreement #10213-03

RECOMMENDATION:

Staff recommends the Board approval Amendment #3 to the IGA with the State of Oregon.

Respectfully submitted,

Mary Rumbaugh

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

Agreement #169503



**THIRD AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Third Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

1. This Amendment is effective on September 1, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 01-08</u> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 51-03</u> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

- b. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. 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.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Signature: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

Approved as to form *Kathleen Rastetter* 10/25/2021
for Clackamas County

**Attachment A
Financial Assistance Award (FY22)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035	2) Issue Date Wednesday, September 1, 2021	This Action Amendment
	3) Award Period From July 1, 2021 through June 30, 2022	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$126,639.00	\$379,697.00	\$506,336.00
PE01-07	ELC ED Contact Tracing	\$0.00	\$0.00	\$0.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$19,724.87	\$19,724.87
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$3,791,764.12	\$3,791,764.12
PE01-10	OIP - CARES	\$583,218.00	\$1,244,678.15	\$1,827,896.15
PE02	Cities Readiness Initiative	\$42,123.00	\$0.00	\$42,123.00
PE07	HIV Prevention Services	\$134,973.00	\$0.00	\$134,973.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$162,291.00	\$0.00	\$162,291.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$416,803.00	\$0.00	\$416,803.00
PE40-01	WIC NSA: July - September	\$199,234.00	\$0.00	\$199,234.00
PE40-02	WIC NSA: October - June	\$579,703.00	\$0.00	\$579,703.00
PE40-03	BFPC: July - September	\$19,101.00	\$0.00	\$19,101.00
PE40-04	BFPC: October - June	\$57,302.00	\$0.00	\$57,302.00
PE40-05	Farmer's Market	\$8,924.00	\$0.00	\$8,924.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-03	MCAH Perinatal General Funds & Title XIX	\$10,975.00	\$0.00	\$10,975.00
PE42-04	MCAH Babies First! General Funds	\$35,071.00	\$0.00	\$35,071.00
PE42-06	MCAH General Funds & Title XIX	\$20,592.00	\$0.00	\$20,592.00
PE42-11	MCAH Title V	\$117,810.00	\$0.00	\$117,810.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,665.00	\$0.00	\$92,665.00
PE43-06	CARES Flu	\$0.00	\$0.00	\$0.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$373,500.00	\$0.00	\$373,500.00
PE46-05	RH Community Participation & Assurance of Access	\$46,174.00	\$0.00	\$46,174.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$71,833.00	\$909,261.00	\$981,094.00
PE51-03	ARPA WF Funding	\$0.00	\$382,120.00	\$382,120.00
PE62	Overdose Prevention-Counties	\$40,039.00	\$0.00	\$40,039.00
		\$3,625,422.00	\$6,727,245.14	\$10,352,667.14

5) Foot Notes:	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-03	SFY2022 WIC BFPC grant amount is to be spent by 9/30/2021. Unspent amount is not allowed to be carried over to the following period.
PE40-04	SFY2022 WIC BFPC grant amount is to be spent by 6/30/2022. Unspent amount is not allowed to be carried over to the following period.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

6) Comments:	
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 1,244,678.15 from FY21 to FY22
PE02	7/2021: Award increase
PE13-01	07/2021: increase award from 310,126 by 106,677 to 416,803
PE40-01	5/2021: SFY22 Q1 funding: Spend \$39,847 on Nutrition Ed, \$6,245 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$115,941 on Nutrition Ed, \$18,736 on BF Promotion
PE40-03	07/2021: SFY2022 Q1 funding
PE40-04	07/2021: SFY2022 Q2-4 grant award
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE44-02	7/2021: Funding for 21-23 Youth-Led Grants
PE51-01	9/2021: added funding for FY22
PE62	08/2021: Prior comment null and void. \$12,584 available September 1- 30, 2021 only. \$27,455 must be spent between July 1-August 31, 2021 only and is not eligible for carry forward; 5/2021: This award is for July 1-August 31, 2021 only.

7) Capital outlay Requested in this action:
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

Attachment B

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

PE01-08 COVID Wrap Direct Client Services

Federal Award Identification Number:	NU50CD000541
Federal Award Date:	5/18/2020
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory Capacity
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$19,724.87	\$19,724.87

PE01-09 COVID-19 Active Monitoring - ELC

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/2021
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53708
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$3,791,764.12	\$3,791,764.12

PE01-10 OIP - CARES

Federal Award Identification Number:	NH23IP922626	
Federal Award Date:	01/15/2021	3/31/21
Budget Performance Period:	7/1/2019-6/30/2024	7/1/2019-6/30/2024
Awarding Agency:	CDC	CDC
CDFA Number:	93.268	93.268
CFDFA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,110,851	38,627,576
Project Description:	Immunization and Vaccines for Children	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.64	17.64
Research and Development (T/F):	FALSE	FALSE
PCA:	53120	53895
Index:	50404	50404

Agency	DUNS No.	Amount	Amount	Grand Total:
Clackamas	096992656	\$1,244,678.15	\$583,218.00	\$1,827,896.15

PE51-03 ARPA WF Funding

Federal Award Identification Number:	NU90TP922194	
Federal Award Date:	5/19/2021	
Budget Performance Period:	07/01/2021-06/30/2023	
Awarding Agency:	CDC	
CDFA Number:	93.354	
CFDFA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	
Total Federal Award:	25,667,917	
Project Description:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	
Awarding Official:	Sylvia Reeves	
Indirect Cost Rate:	17.64%	
Research and Development (T/F):	FALSE	
PCA:	50272	
Index:	50107	

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$382,120.00	\$382,120.00

November 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to accept funding from Oregon Health Authority (OHA) for Elimination of Behavioral Health Inequities. Funding agreement is for \$50,000.
No County General Funds are involved.

Purpose/Outcomes	Identify the current behavioral health inequities in services for people with behavioral health needs and make recommendations for how best invest the funds from the appropriation. Develop a plan to invest available funds and increase culturally and linguistically appropriate residential treatment and housing capacity.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$50,000. No County General Funds are involved. No matching funds required.
Funding Source	Oregon Health Authority (OHA)
Duration	Effective upon execution of the Grant Agreement and terminates on June 30, 2022
Previous Board Action	October 14, 2021 A.4: Approval to Apply
Strategic Plan Alignment	1. Improve community safety and health 2. Ensure safe, healthy and secure communities by investing funds to expand Behavioral Health services to the citizens of Clackamas County
Counsel Review	1. 10/27/21 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant award.
Contact Person	Deborah Cockrell, Health Centers Division Director – 503-742-5495
Contract No.	10357

BACKGROUND:

Healthy Families. Strong Communities.

Page 2 Staff Report
November 24, 2021
Contract # 10357

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to accept award 172812 from the Oregon Health Authority (OHA). Health Centers-Behavioral Health has partnered with Oregon Health Equity Alliance to complete an organizational racial assessment, the Barhii. This assessment will help guide areas of strength and need within the organization. Funds will offset the cost of time for steering committee members who will meet and organize this work and also those who are facilitating focus groups.

The award has a maximum value of \$50,000. It is effective upon execution of the grant agreement and terminates June 30, 2022.

RECOMMENDATION:

Staff recommends the Board approval.

Respectfully submitted,

Mary Rumbaugh

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

#10357



Grant Agreement Number 172812

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County
Acting by and through its Clackamas Health Centers
2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Attention: Emily Ketola
Telephone: (503) 722-6258
E-mail address: eketola@clackamas.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Health Systems Division
500 Summer Street NE E86
Salem, Oregon 97301-1118
Agreement Administrator: George Carrillo or delegate
Telephone: (503) 930-5230
E-mail address: george.carrillo@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2022**, exclusive of reporting requirements which are due no later than August 15, 2022. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Recipient's Proposal

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, D and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$50,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): COUNTY OF CLACKAMAS, OREGON

Street address: 2051 KAEN RD

City, state, zip code: OREGON CITY, OR 97045

Email address: DCKRELL@CLACKAMAS.US

Telephone: (503) 742-5495 Facsimile: (503) 742-5979

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SELF-INSURED

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against

the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

6. Signatures. This Agreement and any subsequent amendments may be executed in several 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 the Agreement and any amendments so executed shall constitute an original.

**Clackamas County
Acting by and through its Clackamas Health Centers
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 OHA, Health Systems Division
By:**

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a).

EXHIBIT A

Program Description

1. Background.

In partnership with communities, OHA is transforming Oregon's behavioral health system. Recipient will partner with OHA to work towards the goals of eliminating health inequities by 2030. Governor Brown and the Oregon Legislature have taken action to support this work. The 2021 Oregon Legislature in HB 5024 (Regular Session 2021) appropriated \$130 million to support regional community investments that will ensure people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options.

2. Purpose.

These funds awarded under this Grant Agreement will support partnerships among community-based organizations, counties, Coordinated Care Organizations (CCOs), and other entities to identify the current gaps in housing and facility-based residential services for people with behavioral health needs and make recommendations for how to best invest the funds from the appropriation. OHA will work in consultation with the grantees, other community members, Oregon Housing and Community Services, and OHA's advisory councils to develop a plan to invest available funds and increase culturally and linguistically appropriate residential treatment and housing capacity.

3. Allowable Activities.

Recipient will provide the following Grant Activities under this Agreement:

- a.** Grant funds will be used on promoting collaboration and planning to increase behavioral health residential treatment and housing capacity among individuals and groups experiencing inequities in access to health care resources. Recipient will follow Recipient's Proposal, as identified in Exhibit D.
- b.** Provide access to interpretation services. Recipient shall work with the OHA Agreement Administrator if Recipient does not have staff that fluently speak the language of an eligible individual, including qualified sign language interpreters for individuals who are deaf or hard of hearing and whose preferred mode of communication is sign language.
- c.** Provide documents in alternate languages and formats, including accessible electronic formats, braille documents, and large print upon request. If Recipient does not have access to such languages or formats, then Recipient can request them from OHA by contacting the OHA Agreement Administrator.

- d. Participate in meetings with OHA, as requested, to share lessons learned and recommendations.

4. Reporting Requirements.

Recipient shall electronically submit the following report to the OHA Agreement Administrator listed on page 1 of this Agreement, with a CC to AMHcontract.Administrator@dhsoha.state.or.us:

- a. **Progress Report.** Recipient shall provide two progress reports, which include at a minimum a summary of efforts and outcomes, outcome data, and/or project updates in relation to ensuring people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options within the state of Oregon.
 - i. The first progress report is due no later than December 31, 2021.
 - ii. The second progress report should build on the first progress report and is due no later than April 30, 2022.
- b. **Recommendation Report.** Recipient shall provide a final Recommendation Report, which includes at a minimum, a summary of all efforts and outcomes, outcome data, and/or project updates in relation to ensuring people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options within the state of Oregon, which is due no later than August 15, 2022.
- c. **Expenditure Attestation.** Recipient shall provide the attestation referenced in Exhibit A, Part 2, Section 1.c. of this Grant Agreement no later than August 15, 2022.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment and Financial Reporting.

- a. OHA no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at: <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/me0189.docx>. If Recipient already has EFT set up for any type of payment that comes from the Oregon Department of Human Services (ODHS) or OHA, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator or OHA Financial Services.
- b. OHA will grant funds on the following schedule:
 - i. Upon execution of this Grant Agreement, OHA will initiate the direct deposit of **\$50,000.00** to Recipient for the Grant Activities listed in Exhibit A, Part 1.
- c. Recipient shall ensure that all funding provided under this Agreement is spent by June 30, 2022. An attestation of such funds must be sent to the OHA email box at amhcontract.administrator@dhsoha.state.or.us by August 15, 2022, or to any other address as OHA may indicate in writing to Recipient, in a format prescribed by OHA.

2. Travel and Other Expenses.

OHA will not reimburse Recipient separately for any travel or other expenses under this Agreement.

EXHIBIT B

Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion 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 State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Payments.

a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN)

and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended (“Unexpended Funds”) on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:

- (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and

writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement

635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent 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 that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

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

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

SUBCONTRACTOR INSURANCE

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of

not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

3. PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

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

5. ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

6. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

7. WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

8. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24

months following the later of (i) Contractor's completion and Recipient's acceptance of all Services required under this Subcontract, or, (ii) Recipient's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

9. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

10. NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

11. INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

12. STATE ACCEPTANCE:

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D Recipient's Proposal



CLACKAMAS
Health Centers

Deborah Cockrell, Director

Subrecipient
Panda Service Building
2051 Kaen Road, Suite 367
Oregon City, OR 97059-4052
503-722-6258

Part 1: Clackamas County Health Centers – OHA-RFA-5250

Seaside Health Center
110 Seaside Road
Oregon City, OR 97059-4071
503-655-8171

Please fill in the following information for your Organization and provide with your application:

Stoneydale Health Center
1100 Stoneydale Road, Suite 200
Clackamas, OR 97015-3122
503-655-8171

Tribe/Organization Name: County of Clackamas, Oregon

Organization Name DBA (if different from above): _____

Waldman Health Center
2001 Portland Avenue
Waldman, OR 97147-1430
503-655-8171

Fiscal Sponsor Organization Name (if applicable):

Clackamas Health Centers

Seaside Health Center
2100 10th Street
Seaside, OR 97138-1848
503-475-6151

Address: 2051 Kaen Road, Suite 367 Oregon City, OR 97045

Tax ID, EIN or FIN: 93-6002386

Waldman Health Center
985 Liberty Court
Oregon City, OR 97059-4051
503-655-8171

Contact Name: Emily Ketola

Contact email and phone: Eketola@clackamas.us and 503-722-6258

Seaside Health Center
1100 Seaside Road
Oregon City, OR 97059-4071
503-655-8171

Authorized signature name: Deborah Cockrell

Authorized signature email: DCockrell@clackamas.us

Seaside Health Center
1800 Pacific Boulevard
PO Box 1399
Seaside, OR 97138-0399
503-722-6258

County (ies) Served (only one Proposal is required for multiple Counties):

Clackamas County

Seaside Health Center
Oregon High School
19700 S Seaside Rd.
Oregon City, OR 97059-4071
503-655-8171

Seaside Health Center
8000 SE Seaside Rd.
Milwaukie, OR 97137-0730
503-722-6258

Seaside Health Center



Deborah Cockrell, Director

Administration
Public Service Building
100 State Street, Suite 307
Salem, OR 97301-0200
503-753-5300

September 1, 2021

Westwood Health Center
110 Westwood Road
Salem, OR 97301-0220
503-491-8171

Coral Ford
Procurement and Contract Specialist 3
OHA Office of Contracts and Procurement

Stangorville Health Center
Stangorville Blvd Suite 300
Sedwain, OR 97131-0710
503-463-8171

635 Capitol Street NE, Suite 330
Salem, OR 97301

Waldman Health Clinic
1001 Portland Avenue
Salem, OR 97301-1400
503-594-0800

RE: Letter of Intent to access grant funding offered via Request for Grant Proposals
OHA-RFA-5250, OregonBuys S-44300-00000496

Steady Health Clinic
3140 SE Hill Street
Salem, OR 97302-1508
503-463-8171

Part 2: Clackamas County Health Centers – OHA-RFA-5250

Willing Behavioral
Health Clinic
480 Liberty Court
Salem, OR 97301-0500
503-491-8100

Clackamas Health Centers is seeking grant funding to support the elimination of behavioral health inequities. Clackamas Health Centers – Behavioral Health has collaborated with Oregon Health Equity Alliance (OHEA) to complete an organizational racial equity assessment, the Barhii. This assessment will help guide areas of strength and need within our organization as determined by many voices, including those who are consumers of our services. The data will be analyzed and ultimately will produce action items to focus on to address health equity.

Harvest Behavioral
Health Clinic
1102 Liberty Court
Salem, OR 97301-0508
503-463-8298

The Barhii assessment includes providing a survey to all of our Behavioral Health staff as well as management. We will be surveying community partners, 10-20 different agencies, including but not limited to: Clackamas Women's Services (Domestic violence), Health Centers Primary care and Dental Services, Folktime (peer support), Community corrections, CSAP, County jail, DHS, Zero Suicide initiative, Older Adult initiative and program liaison, Vocation Rehabilitation, and Clackamas County Equity and Inclusion Office. We have built numerous collaborations with community partners over the years to provide the most supportive services to our community members and these partners will have a keen perspective on the work we do to address racial inequities.

Steady Behavioral
Health Clinic
1001 Nevada Boulevard
PO Box 1180
Salem, OR 97301-0180
503-723-4900

1st Street Health Centers
Stanger City High School
1070 S. Stanger Ave.
Salem, OR 97301-0707
503-763-8770

Van Duzee High School
8901 SE Vanhook Rd.
Hood River, OR 97127-3708
503-723-4900

Steady High School
3140 SE Hill Street
Salem, OR 97302-1508
503-463-8171

We will also survey clients (100-200 clients) with lived experience of managing behavioral health symptoms. Clients who respond will be receiving a range of

services including mental health services, substance use treatment, co-occurring treatment, medication management, Supported Employment, peer services, and individual/ family/ group therapy. Clients will be part of an array of our programs including Child and Family, Community Support team which services individuals with SPMI, Adult Mental Health, Adult and Adolescent Substance Use and Specialty Court programs. We will also be facilitating focus groups (approximately 1-2 hours in length) for all Behavioral Health staff to gather more narrative accounts of their experiences in their work and with clients.

There has been a strong push for action around equity and inclusion within Behavioral Health work and this assessment provides a strong framework to guide discussion and next steps that uses immediate data and voice of those we serve and those we work with. This assessment requires significant time for preparation and completion. Our contract with Oregon Health Equity Alliance has been for support with aligning our assessment with a previously completed racial justice charter and consulting on roll out of the assessment. However the actual assessment work is being completed by staff, who already hold other jobs and are integrating this necessary work in to their current positions. I would like to request that we use this grant funding to offset the cost of time for steering committee members who have been meeting and organizing this work and also those who are facilitating focus groups. The steering committee is made up of 3 members who have regular meetings and also who complete work outside of meetings. I would also like to request funding to provide food to clients who complete the surveys. This could be in the form of actual food on site or gift cards if they are completing these virtually. Client voice is imperative to our data and we want to show our value in clients taking the time to share honest feedback about their experiences in our services. The remaining funds would be utilized to contract with Oregon Health Equity Alliance or other EDI focused contractors to assist with analysis of BarHii results, action steps planning to operationalize the recommendations and additional training opportunities for staff in this important work.

Our community deserves for our behavioral health services to place action to voice. We have an anti-racist belief and approach to the work and are prepared to make practical changes so this is experienced at all levels of our services and work.

Proposed Budget:

Personnel	Hourly Cost	Total Hours	Total Cost
Montiel,Damariz O	\$ 54.05	87	\$ 4,702.08
Ketola,Emily	\$ 98.66	45	\$ 4,439.58
Joslin,Amy	\$ 72.47	45	\$ 3,261.06
Total Personnel			\$12,402.73
Supplies/Incentives			
Gift Cards	\$ 15.00	200	\$ 3,000.00
Training			\$ 14,600.00
Contract-OHEA			\$ 20,000.00
Total Supplies/Incentives			\$37,600.00
Total Cost			\$50,002.73

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____

November 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Gladstone School District to embed a Mental Health Specialist at Gladstone High School. Contract not to exceed \$61,521 for one year. This is a revenue agreement.

No County General Funds are involved.

Purpose/Outcomes	The purpose of this agreement is to embed a Mental Health Specialist at Gladstone School District to provide mental health and behavioral health services.
Dollar Amount and Fiscal Impact	This is a revenue agreement for \$61,521.00
Funding Source	No County funds. This is a revenue agreement with Gladstone School District.
Duration	Upon signature – June 30, 2022
Previous Board Action	No previous board action.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities by providing mental and behavioral health services to students at Gladstone High School.
Counsel Review	<ol style="list-style-type: none"> 1. November 8, 2021 2. KR
Procurement Review	<ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10399

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental agreement #10399 with Gladstone School District. CCHCD will provide behavioral health staff to be located at Gladstone High School approximately 2.5 days a week during the school year. The work the behavioral health staff will be doing is three-fold. They will be providing consultation and education for school counselors and staff, screening and coordination of care for students, and providing direct behavioral health therapy.

CCHCD will receive \$61,521.00 from Gladstone School District under this agreement. This agreement is effective upon signature and will terminate June 30, 2022.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

RECOMMENDATION:

Staff recommends approval of agreement.

Respectfully submitted,

Mary Rumbaugh

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

#10399

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND GLADSTONE SCHOOL DISTRICT**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County, acting by and through its Health Centers Division (CHCD) ("County"), a political subdivision of the State of Oregon, and Gladstone School District (GSD) ("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.

The County desires to contract with the Agency to embed a Mental Health Specialist 2 at Gladstone High School to provide mental health and behavioral health services.

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 June 30, 2022, whichever is sooner.
2. **Scope of Work.** The County agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The Agency agrees to pay County, from available and authorized funds, a sum not to exceed sixty one thousand five hundred twenty one dollars (\$61,521.00) for accomplishing the Work required by this Agreement.
4. **Payment.** Agency shall pay County \$61,521.00 upon receipt of the signed agreement. Payment shall be submitted to:

Clackamas Health Centers Division
2051 Kaen Road, #367
Oregon City, OR 97045

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. 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.
- B. 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. Ben DeGiulio or their designee will act as liaison for the County.

Contact Information:

bdgiulio@clackamas.us

- Bob Stewart or their designee will act as liaison for the Agency.

Contact Information:

bob@gladstone.k12.or.us

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

Gladstone School District

Chair, Board of County Commissioners



Rachel Lopez Hopper, CFO

Date

11/8/2021

Approved as to form: _



Date: 11/8/2021

Funding:
210.2130.0319.004.000.0273

Exhibit A

SCOPE OF WORK

Overall Strategy

1. Cost sharing for half time therapist to be embedded in Gladstone High School
2. Insurance blind services; OHP, Private, indigent, under-insured resources
3. Expedited access to services, co-location near school counselors
4. Services include staff communications, referral, mental health consults, mental illness assessments, treatment planning, therapy, follow-up, care-coordination & navigation with other supports for student well-being
5. Organizational learning from pilot project and District & County partnership.

Services Narrative

In partnership with the Gladstone High School, Clackamas Health Centers will provide a Mental/Behavioral Health (MH/BH) staff to be located at the High School approximately 2.5 days a week during the school year. The work they would be doing is three-fold; consultation/education for school counselors and staff, screening and coordination for students, and providing direct MH Therapy.

The consultation piece is related to the availability of the MH staff to the school staff, primarily school counselors, to discuss challenging cases, general approaches, and resources that can be used to support students. They will work in conjunction with staff on best approaches in a variety of school settings and with different teachers and providers. Education-wise, the MH staff could help present information alongside the health and wellness teachers around basic mental health, self-care, social-emotional supports and overall well-being.

Screenings and coordination could happen at the referral of a school counselor or principals to do brief screenings and interventions to help identify the best needs for the students and/or their families. School staff and MH staff to determine data collection needs for student well-being and pilot program efficacy; referrals conditions, services, etc.

Direct MH therapy would be available to those students and would benefit from such. This would include a mental health intake, treatment planning, and on-going treatment. This could also include group therapy if the need arises. This would be done when the circumstances are such that the student would be best served in the school setting.

Furthermore, the MH staff could then help provide bridge services until other connections are made with the appropriate outside provider or community resources. The MH staff could also be sure to incorporate the appropriate school staff as needed when screening for more high risk behaviors and higher levels of care.

Learning objectives from pilot project

Issues for shared inquiry during and at conclusion 2021-22 school year:

- Insurer support and other resources for co-located model outside community or school based health clinics?
- Cost sharing distribution among funders/payers and with non-billable services, under-insured students, family loads with co-pays and premiums, care-coordination & navigation. Mental Health flexible funds?
- Alignment of a school embedded therapist's functions with broader health, education, and insurer systems; Clackamas County Health Centers, Gladstone Culture of Care. Partnership value-add?
- Enhanced continuity of care for students; providers, clinics, service levels?
- Continuance, adjustments, upgrades for FY 22-23?

November 24, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to a Grant Agreement with Clackamas Women’s Services for Emergency Transitional Housing Services in the amount of \$105,000 in County General Funds through the Affordable Housing and Services Fund

Purpose/Outcomes	Agency will provide emergency motel vouchers for low-income and high-risk households.
Dollar Amount and Fiscal Impact	\$105,000 for Year 3, FY21-22
Funding Source	County General, Affordable Housing Services Fund.
Duration	Amendment is effective upon signature, with an eligible grant expenditure period of July 1, 2021 – June 30, 2022.
Previous Board Action/Review	The original agreement and amendment #1 were approved by the Board on 9-12-2019 and 10-8-2020. Board Issues date for Amendment #2: November 23, 2021
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	This Grant Amendment was reviewed and approved by County Counsel on 11-4-21 by KR.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? No 2. If no, provide brief explanation: This is a grant amendment, not subject to Procurement review.
Contact Person	Brenda Durbin, Social Services Director (503)655-8641
Contract No.	H3S# 9436

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests the approval of Amendment #2 to a Grant Agreement with Clackamas Women’s Services (CWS). CWS provides services for victims of domestic violence, and the funds will allow the agency to continue to administer a program that mitigates the risk of homelessness for

vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households.

The three-year contract maximum, if the optional renewal for the last year is approved, is \$300,000. Based on the successful completion of grant outcomes during Year 1, the need to modify the length of vouchers based on Year 2, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 3 renewal.

This Grant Amendment was approved by County Counsel and is effective upon signature by all parties. The eligible grant expenditure period is July 1, 2021 through June 30, 2022. The funding source is County General, Affordable Housing Services Fund.

RECOMMENDATION:

Staff recommends Board approval of this Grant Amendment and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

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

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9436 Board Agenda Number TBD

and Date November 24, 2021

Division Social Services Amendment No. 2

Contractor Clackamas Women's Services

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other Authorizes Year 3 extension

Justification for Amendment:

The County awarded a grant to Clackamas Women's Services (CWS) to provide services for victims of domestic violence, and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households. Year 2 ended on June 30, 2021.

The grant agreement with CWS provides for two (2) additional one-year optional renewals until June 30, 2022, dependent on agency performance, and with the approval of Board of County Commissioners, for a \$300,000 total contract maximum.

Due to unforeseen complications of the pandemic, Year 2 funding was not fully expended. To ensure Year 3 funding is fully expended, a modification is being requested, from authorizing 2 weeks per household to authorizing up to 4 weeks per household of emergency motel vouchering. One of the original intentions of the grant was to have survivors move out of shelter once they had housing secured, to free up more shelter beds. During the pandemic, CWS has been primarily using motel vouchering to provide shelter, and although they have increased the number of people served in the shelter program by over 50%, households rarely need less than 2 weeks of motel vouchering, which is the criteria for the grant.

Based on the need to consider modifications to the grant outcomes, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 3 renewal, to be effective upon signature, with an eligible grant expenditure period of July 1, 2021 to June 30, 2022 in the amount of \$105,000.

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

AMEND ARTICLE I., Effective Date and Duration, TO INCLUDE:

Based on Contractor's performance and outcomes of the original Grant Agreement term, County Authorizes Year 3 renewal option, Fiscal Year 2021-2022 in the amount of \$105,000 as outlined in Article I, #3. Consideration and Exhibit A.

Year 3 eligible grant expenditure period is July 1, 2021 to June 30, 2022 as outlined in Exhibit A.

AMEND I. SCOPE OF WORK, TO READ:

Funding for this project will enhance Contractor's Shelter and Housing Program's ability to mitigate the risk of homelessness for vulnerable members of the county through the provision of emergency motel vouchers for approximately 85 low-income and high-risk households during ***Year 1 and Year 2 funding, and approximately 42 households in Year 3 of funding.***

AMEND II. PERFORMANCE OUTCOMES, PARAGRAPH B. TO READ:

- B. Reported Outcomes for this Program
 - I. Up to 85 households will be provided with two-week motel vouchers ***in each Year 1 and Year 2*** the project is funded; ***and approximately 42 households will be provided up to four-week motel vouchers in Year 3 of funding.***

AMEND III. COMPENSATION, PARAGRAPH I, TO READ:

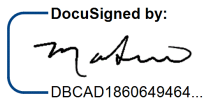
- I. ***Invoices shall be submitted to:
Clackamas County Social Services, email: caainvoices@clackamas.us***

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

AGENCY

CLACKAMAS WOMEN'S SERVICES

By:

DocuSigned by:

DBCAD1860649464...

Melissa Erlbaum, Executive Director

11/7/2021

Date

256 Warner Milne Road
Street Address

Oregon City, Oregon 97045

City / State / Zip

(503) 655-8600 /

Phone

/ Fax

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Tootie Smith, Chair

Date

Approved as to Form:



County Counsel

11/4/2021

Date

November 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement for Northwest Family Services to provide Family Resource Coordinators in Clackamas County Agreement is \$149,119 funded through Oregon Early Learning Division and Clackamas County General Fund

Purpose/Outcome	Northwest Family Services (NWFS) will continue to provide Family Resource Coordinators (FRC's) to connect families with children ages 0-6, who experience barriers to school success, with holistic services that promote family stability, healthy child development, and school readiness. The FRC's will operate in the specified Health Equity Zone of Gladstone and Oregon City to receive, coordinate, and expedite service referrals for families to help them navigate healthcare, education, and other human service systems that facilitate family stability and access to necessary services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$149,119 and terminates on December 31, 2022 Clackamas County General Funds are involved
Funding Source	State of Oregon, Dept of Education through its Early Learning Division (\$49,119) and Clackamas County General Fund through its Children, Family & Community Connections Division (\$100,000).
Duration	This amendment is effective October 1, 2021 for services ending December 31, 2022
Previous Board Action/Review	Board Issues Date: 11/23/21
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 11/26/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC #10424

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Agreement with NWFS to continue to provide Family Resource Coordinators in the Health Equity Zones of Gladstone and Oregon City. NWFS was selected through a competitive process in 2019 to provide Family Resource Coordination in Clackamas County. The FRC coordinates referrals for families, prioritizing those whose children ages 0-6

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www.clackamas.us

experience barriers to school success, and follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on October 1, 2021 and terminating on December 31, 2022. This Agreement has a maximum value of \$149,119.

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 Rumbaugh

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

Northwest Family Services
 Local Subrecipient Grant Agreement – CFCC-10424

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10424	
Program Name: Family Resource Coordination Program/Project Number: 10424	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Dani Stamm Thomas
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 288-8264 dstammthomas@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Jackie Vargas
Northwest Family Services 6200 SE King Rd Portland, OR 97222 rfuller@nwfs.org	Northwest Family Services 6200 SE King Rd Portland, OR 97222 jvargas@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process in 2019 to provide Family Resource Coordinators in Clackamas County. The Family Resource Coordinator operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families with children ages 0-6 to assist families in navigating healthcare, education, and other human services systems that facilitate family stability and access to necessary services
2. SUBRECIPIENT will refer and connect families with children ages 0-6, who experience barriers to school success, to holistic services that promote family stability, healthy child development, and school readiness.
3. 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 SUBRECIPIENT 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 **October 1, 2021** and not later than **December 31, 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 is described in Attached Exhibit A: SUBRECIPIENT Scope of Work. 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. Furthermore, SUBRECIPIENT shall comply with the requirements of Clackamas County and the Oregon Early Learning Division HUB Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is Clackamas County (**\$100,000**) and the Oregon Early Learning Division HUB Coordination Grant (**\$46,119**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$146,119**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received

by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 and in accordance with Clackamas County and Oregon Early Learning Division.
 - 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: 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: Request for Reimbursement. All reports must 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** 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.

12. 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) **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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **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.
- c) **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.
 - 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) **Minors.** 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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the

work performed under this Agreement.

- a) **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.
- b) **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.
- c) **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.
- d) **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.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

Northwest Family Services
Local Subrecipient Grant Agreement – CFCC-10424

SUBRECIPIENT

Northwest Family Services
6200 SE King Rd
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

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 11/3/2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Quarterly Demographic Report
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

Contractor shall provide Family Resource Coordination Services ("Work") as described in this Exhibit A-1 and A-2.

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

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

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

1. Gladstone
2. Oregon City

Program Goals

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

FRC primary tasks and goals Work include:

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

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

EXHIBIT A-2

Work Plan and Quarterly Report

Clackamas County Children, Family & Community Connections Division
 Early Learning Hub of Clackamas County
 Work Plan and Quarterly Report



Provider: Northwest Family Services
Program: Family Resource Coordination
Quarter:
Reporting Period: October 1, 2021— December 31, 2022

Hub Goals:

1. Aligned, coordinated, and family-centered early childhood system
2. Children are supported to enter school ready to succeed
3. Families are healthy, stable and attached

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Jul-Sep 2022	Oct-Dec 2022				
By Dec 31, 2022, 200 Families with children (0-6) will be referred and connected to holistic services that promote family stability, healthy child development, and school readiness.	85% of families are referred to school staff, family advocates, home visitors, early childhood specialists, behavioral health, and employment specialists.	# Families referred									
		# Families Successfully Connected									
	85% of families will complete early childhood screening and assessments (Developmental, medical, dental, vision, hearing, etc).	# Families referred for screening/ assessments									
		# Families completing screening/ assessments									
	85% of families will be referred to a pediatrician, establish a medical/dental home, insurance enrollment support, and will be offered other health services that promote resiliency and increase protective factors.	# Families referred									
		# Families Successfully Connected									
By Dec 31, 2022, Program participants will receive a minimum of 4 contacts, one of which will be face to face. <i>Contact is defined as:</i> face to face, phone call, email, or texting.	85% of families will follow through with mutually agreed upon referrals: assessments, treatment options, and family requested supports.	# Families Served									
		# Successful Follow Through on Plans									
By Dec 31, 2022, 150 families will be educated to use Information and Referrals systems i.e. 211info, BabyLink, CCR&R, TriMet Ride, IMATCH, Help Me Grow, etc.	85% of parents report that they know how to use I&R systems	# Families Served									
		# Families that report knowing how to use I&R services									
By Dec 31, 2022, all parents served by FRC will receive information on school/ kindergarten readiness, transition to school, literacy, and social/emotional development.	100% of families served by FRC will receive kindergarten readiness, successful transitions, literacy, and social emotional development information.	# Families Served									
List Schools, Districts, Community Based Organizations, medical providers, etc. that participated in planning/implementation/ongoing support and referrals of FRC work:											
List community meetings attended during the reporting period:											



**Children, Family and Community Connections Division
Early Learning Hub of Clackamas County
Family Resource Coordination
Work Plan 2021-2022
Comments and Narrative**

Provider/ Location:

Quarter:

1. Provide detailed information to explain the numbers and activities reported in the work plan above.
 - a. General project information:
 - b. Professional Development Activities:
 - c. Family Focused Activities:
 - d. Child Focused Activities:

2. What are your **successes** this quarter, and what are some of the most impactful practices that your organization has implemented as a result of this project?

3. What **challenges** have you experienced this quarter?

Family Success Stories:

FRC Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Reports go to: Dani Stamm Thomas dstammthomas@clackamas.us
- All reports need to CC: Chelsea Hamilton Chamilton@clackamas.us and Stephanie Radford SRadford@clackamas.us

Quarterly Report, Client Satisfaction Surveys and Demographic Data Forms due:

- | | |
|--------------|----------------------|
| • Oct-Dec | Due January 15, 2022 |
| • Jan-Mar | Due April 16, 2022 |
| • April-June | Due July 16, 2022 |
| • July-Sept | Due October 15, 2022 |
| • Oct-Dec | Due January 15, 2023 |

Client Satisfaction Surveys

Clackamas County's initiative to measure client satisfaction with direct services provided or funded by the county (if applicable).

Exhibit B: Budget

Exhibit B: Budget			
Contractor: <u>Northwest Family Services</u> Program: <u>Family Resource Coordinator</u> Address: <u>6200 SE King Rd</u> <u>Portland, OR 97222</u>		FRC Contract #: Contract Term: <u>10/1/21-12/31/22</u>	
Contact Person: <u>Jackie Vargas</u> Phone Number: _____ E-mail: _____			
Budget Category	Approved Budget 10/1/21-12/31/22		Total Budget
<i>Personnel</i>			
Family Resource Coordinator 1fte @ 40,560	\$ 50,700.00	\$ -	\$ 50,700.00
Family Resource Coordinator 1fte @ 38,480	\$ 48,105.00	\$ -	\$ 48,105.00
Supervision (.10 fte @ 58,000)	\$ 7,250.00	\$ -	\$ 7,250.00
Fringe	\$ 27,191.00	\$ -	\$ 27,191.00
			\$ -
	\$ 133,246.00	\$ -	\$ 133,246.00
<i>Administration</i>			
Admin	\$ 11,992.00	\$ -	\$ 11,992.00
	\$ 11,992.00	\$ -	\$ 11,992.00
<i>Program costs</i>			
Materials/Supplies	\$ -	\$ -	\$ -
Mileage	\$ 881.00	\$ -	\$ 881.00
Additional (please specify)			
	\$ -	\$ -	\$ -
	\$ 881.00	\$ -	\$ 881.00
Total Budget	\$ 146,119.00	\$ -	\$ 146,119.00

EXHIBIT C: Quarterly Demographic Report

Quarterly Demographic Report														
Program: FRC Gladstone	Provider: NWFS													
Race/Ethnicity	Program Participants Served													
* Participants should be counted in one category of race/ethnicity. * Participants that identify as multi-racial should be counted in that category and the particular racial mix should be included in a narrative.	First quarter count ALL clients as new												TOTAL SERVED YTD	
	Oct-Dec 21	Jan-Mar 22			Apr-Jun 22			July-Sep 22			Oct-Dec 22			
	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED		
American Indian and Alaska Native														
American Indian														0
Alaska Native														0
Canadian Inuit, Metis or First Nation (please identify in narrative)														0
Asian														
Chinese														0
Vietnamese														0
Korean														0
Laotian														0
Filipino														0
Japanese														0
South Asian														0
Asian Indian														0
Other Asian (please identify in narrative)														0
Black/African American														
African American														0
African														0
Caribbean														0
Other Black (please identify in narrative)														0
Hispanic or Latino														
Hispanic or Latino Mexican														0
Hispanic or Latino Central American														0
Hispanic or Latino South American														0
Other Hispanic or Latino (please identify in narrative)														0
Indigenous Mexican, Central American or South American (please identify)														0
Pacific Islander														
Native Hawaiian														0
Guamanian or Chamorro														0
Samoa														0
Other Pacific Islander (please identify in narrative)														0
White														0
Slavic														0
Middle Eastern														0
North African														0
Multi-Racial (please identify in narrative)														0
Decline to Answer														0
Unknown														0
TOTAL BY RACE/ETHNICITY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Primary Language														
Cantonese														0
English														0
Russian														0
Spanish														0
Ukrainian														0
Vietnamese														0
Other (list language in narrative)														0
TOTAL BY LANGUAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identification														
Female														0
Male														0
Transgender														0
Unknown or Declined to Say														0
TOTAL BY GENDER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Age														
0-6														0
7-12														0
13-17														0
18-24														0
25-59														0
60+														0
Unknown or Declined														0
TOTAL BY AGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Race/Ethnicity: TOTAL, Gender: TOTAL, and Age: TOTALs should match.

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). 				
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Jackie Vargas Contact Info: _____ Term: 10/1/21-12/31/22		Contract Number: _____ Report Period: _____ <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">FRC</div>		
Budget Category	Approved Budget (10/1/21-12/31/22)	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Family Resource Coordinator 1fte @ 40,560	\$ 50,700.00	\$ -	\$ -	\$ 50,700.00
Family Resource Coordinator 1fte @ 38,480	\$ 48,105.00	\$ -	\$ -	\$ 48,105.00
Supervision (.10 fte @ \$58k)	\$ 7,250.00	\$ -	\$ -	\$ 7,250.00
Fringe	\$ 27,191.00	\$ -	\$ -	\$ 27,191.00
	\$ 133,246.00	\$ -	\$ -	\$ 133,246.00
<u>Administration</u>				
Admin	\$ 11,992.00	\$ -	\$ -	\$ 11,992.00
	\$ 11,992.00	\$ -	\$ -	\$ 11,992.00
<u>Program costs</u>				
Materials/Supplies	\$ -	\$ -	\$ -	\$ -
Mileage	\$ 881.00	\$ -	\$ -	\$ 881.00
Additional (please specify)				
	\$ -	\$ -	\$ -	\$ -
	\$ 881.00	\$ -	\$ -	\$ 881.00
Total Budget	\$ 146,119.00	\$ -	\$ -	\$ 146,119.00
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.

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

Agency: Northwest Family Services

Funded Service: Family Resource Coordinator

Program Contact:

Month:

*This report covers the fiscal year starting **October 1, 2021 through December 31, 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:

Number of Families:

- 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:

November 24, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement for Metropolitan Family Services to provide Family Resource Coordinators in Clackamas County Agreement is \$149,119 funded through Oregon Early Learning Division No County General Funds are involved

Purpose/Outcome	Metropolitan Family Resources will continue to provide Family Resource Coordinators (FRC's) to connect families with children ages 0-6, who experience barriers to school success, with holistic services that promote family stability, healthy child development, and school readiness. The FRC's will operate in the specified Health Equity Zone in North Clackamas County to receive, coordinate, and expedite service referrals for families to help them navigate healthcare, education, and other human service systems that facilitate family stability and access to necessary services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$149,119 and terminates on December 31, 2022 No County Funds are involved
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	This amendment is effective October 1, 2021 for services ending December 31, 2022
Previous Board Action/Review	Board Issues Date: 11/23/21
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 11/3/21 , KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC #10423

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Agreement with MFS to continue to provide Family Resource Coordinators in the Health Equity Zones of North Clackamas County. MFS was selected through a competitive process in 2019 to provide Family Resource Coordination in Clackamas County. The FRC coordinates referrals for families, prioritizing those whose children ages 0-6 experience barriers to school success, and follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

Healthy Families. Strong Communities.

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

www.clackamas.us

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on October 1, 2021 and terminating on December 31, 2022. This Agreement has a maximum value of \$149,119.

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 Rumbaugh

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- H3S10423	
Program Name: Family Resource Coordination Program/Project Number: 10423	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Metropolitan Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Dani Stamm Thomas
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 288-8264 dstammthomas@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Fay Allison	Program Representative: Meghan Zook
Metropolitan Family Services 1808 SE Belmont Portland, OR 97214 faya@mfs.email	Metropolitan Family Services 1808 SE Belmont Portland, OR 97214 meganz@mfs.email
FEIN: 93-0397825	

RECITALS

1. Metropolitan Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process in 2019 to provide Family Resource Coordinators in North Clackamas County. The Family Resource Coordinator operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families with children ages 0-6 to assist families in navigating healthcare, education, and other human services systems that facilitate family stability and access to necessary services
2. SUBRECIPIENT will refer and connect families with children ages 0-6 who experience barriers to school success, to holistic services that promote family stability, healthy child development, and school readiness.
3. 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 SUBRECIPIENT 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 **October 1, 2021** and not later than **December 31, 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 is described in Attached Exhibit A: SUBRECIPIENT Scope of Work. 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. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Early Learning Division HUB Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is Oregon Early Learning Division HUB Coordination Grant (**\$146,119**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$146,119**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that

will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 and in accordance with Clackamas County and Oregon Early Learning Division.
 - 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: 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: Request for Reimbursement. All reports must 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** 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.

12. 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) **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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **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.
- c) **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.
 - 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) **Minors.** 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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **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.

- b) **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.
- c) **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.
- d) **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.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Metropolitan Family Services
1808 SE Belmont
Portland, OR 97214

CLACKAMAS COUNTY

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

By: *Jma Strand*

Judy Strand, MFS Chief Executive
Officer

Dated: November 5, 2021

By: _____

Tootie Smith, Board Chair
Clackamas County

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Quarterly Demographic Report
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

Contractor shall provide Family Resource Coordination Services ("Work") as described in this Exhibit A-1 and A-2.

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

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

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

1. North Clackamas Regions A & B

Program Goals

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

FRC primary tasks and goals Work include:

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

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

EXHIBIT A-2

Work Plan and Quarterly Report

**Clackamas County Children, Family & Community Connections Division
Early Learning Hub of Clackamas County
Work Plan and Quarterly Report**



**Provider: Metropolitan Family Services- Region:
Program: Family Resource Coordination
Quarter:
Reporting Period: October 1, 2021— December 31, 2022**

Hub Goals:

1. Aligned, coordinated, and family-centered early childhood system
2. Children are supported to enter school ready to succeed
3. Families are healthy, stable and attached

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct- Dec 2021	Jan- Mar 2022	Apr- Jun 2022	Jul- Sep 2022	Oct- Dec 2022				
By Dec 31, 2022, 200 Families with children (0-6) will be referred and connected to holistic services that promote family stability, healthy child development, and school readiness.	85% of families are referred to school staff, family advocates, home visitors, early childhood specialists, behavioral health, and employment specialists.	# Families referred									
		# Families Successfully Connected									
	85% of families will complete early childhood screening and assessments (Developmental, medical, dental, vision, hearing, etc).	# Families referred for screening/ assessments									
		# Families completing screening/ assessments									
	85% of families will be referred to a pediatrician, establish a medical/dental home, insurance enrollment support, and will be offered other health services that promote resiliency and increase protective factors.	# Families referred									
		# Families Successfully Connected									
By Dec 31, 2022, Program participants will receive a minimum of 4 contacts, one of which will be face to face. <i>Contact is defined as: face to face, phone call, email, or texting.</i>	85% of families will follow through with mutually agreed upon referrals: assessments, treatment options, and family requested supports.	# Families Served									
		# Successful Follow Through on Plans									
By Dec 31, 2022, 150 families will be educated to use Information and Referrals systems i.e. 211info, BabyLink, CCR&R, TriMet Ride, IMATCH, Help Me Grow, etc.	85% of parents report that they know how to use I&R systems	# Families Served									
		# Families that report knowing how to use I&R services									
By Dec 31, 2022, all parents served by FRC will receive information on school/ kindergarten readiness, transition to school, literacy, and social/emotional development.	100% of families served by FRC will receive kindergarten readiness, successful transitions, literacy, and social emotional development information.	# Families Served									
List Schools, Districts, Community Based Organizations, medical providers, etc. that participated in planning/implementation/ongoing support and referrals of FRC work:											
List community meetings attended during the reporting period:											



**Children, Family and Community Connections Division
Early Learning Hub of Clackamas County
Family Resource Coordination
Work Plan 2021-2022
Comments and Narrative**

Provider/ Location:
Quarter:

1. Provide detailed information to explain the numbers and activities reported in the work plan above.
 - a. General project information:
 - b. Professional Development Activities:
 - c. Family Focused Activities:
 - d. Child Focused Activities:
2. What are your **successes** this quarter, and what are some of the most impactful practices that your organization has implemented as a result of this project?
3. What **challenges** have you experienced this quarter?

Family Success Stories:

FRC Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Reports go to: Dani Stamm Thomas dstammthomas@clackamas.us
- All reports need to CC: Chelsea Hamilton Chamilton@clackamas.us and Stephanie Radford SRadford@clackamas.us

Quarterly Report, Client Satisfaction Surveys and Demographic Data Forms due:

- Oct-Dec **Due January 15, 2022**
- Jan-Mar **Due April 16, 2022**
- April-June **Due July 16, 2022**
- July-Sept **Due October 15, 2022**
- Oct-Dec **Due January 15, 2023**

Client Satisfaction Surveys

Clackamas County's initiative to measure client satisfaction with direct services provided or funded by the county (if applicable).

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Metropolitan Family Services		FRC
Program:	Family Resource Coordinator		
Address:			
Contact Person:	Meghan Zook	Contract #:	
Phone Number:		Contract Term:	10/1/21-12/31/22
E-mail:	meganz@mfs.email		
Budget Category	Approved Budget 10/1/21-12/31/22		Total Budget
<u>Personnel</u>			
Family Resource Coordinator Region A .77fte	\$ 46,780.24	\$ -	\$ 46,780.24
Family Resource Coordinator Region B .77fte	\$ 47,028.80	\$ -	\$ 47,028.80
Supervision .0625fte	\$ 4,649.13	\$ -	\$ 4,649.13
Fringe	\$ 28,601.83	\$ -	\$ 28,601.83
			\$ -
	\$ 127,060.00	\$ -	\$ 127,060.00
<u>Administration</u>			
Admin 15%	\$ 19,059.00	\$ -	\$ 19,059.00
	\$ 19,059.00	\$ -	\$ 19,059.00
<u>Program costs</u>			
Materials/Supplies	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -
Additional (please specify)			
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total Budget	\$ 146,119.00	\$ -	\$ 146,119.00

EXHIBIT C: Quarterly Demographics Report

Quarterly Demographics Report														
Program: FRC Region A	Provider: Metropolitan Family Service													
Race/Ethnicity • Participants should be counted in one category of race/ethnicity. • Participants that identify as multi-racial should be counted in that category and the particular racial mix should be included in a narrative.	Program Participants Served												TOTAL SERVED YTD	
	First quarter count ALL clients as new													
	Oct-Dec 21	Jan-Mar 22			Apr-Jun 22			July-Sep 22			Oct-Dec 22			
	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED		
American Indian and Alaska Native														0
American Indian														0
Alaska Native														0
Canadian Inuit, Metis or First Nation <i>(please identify in narrative)</i>														0
Asian														0
Chinese														0
Vietnamese														0
Korean														0
Laotian														0
Filipino														0
Japanese														0
South Asian														0
Asian Indian														0
Other Asian <i>(please identify in narrative)</i>														0
Black/African American														0
African American														0
African														0
Caribbean														0
Other Black <i>(please identify in narrative)</i>														0
Hispanic or Latino														0
Hispanic or Latino Mexican														0
Hispanic or Latino Central American														0
Hispanic or Latino South American														0
Other Hispanic or Latino <i>(please identify in narrative)</i>														0
Indigenous Mexican, Central American or South American <i>(please identify)</i>														0
Pacific Islander														0
Native Hawaiian														0
Guamanian or Chamorro														0
Samoa														0
Other Pacific Islander <i>(please identify in narrative)</i>														0
White														0
Slavic														0
Middle Eastern														0
North African														0
Multi-Racial <i>(please identify in narrative)</i>														0
Decline to Answer														0
Unknown														0
TOTAL BY RACE/ETHNICITY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Primary Language														0
Cantonese														0
English														0
Russian														0
Spanish														0
Ukrainian														0
Vietnamese														0
Other <i>(list language in narrative)</i>														0
TOTAL BY LANGUAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identification														0
Female														0
Male														0
Transgender														0
Unknown or Declined to Say														0
TOTAL BY GENDER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Age														0
0-6														0
7-12														0
13-17														0
18-24														0
25-59														0
60+														0
Unknown or Declined														0
TOTAL BY AGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Race/Ethnicity TOTAL, Gender TOTAL and Age TOTALS should match.

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Quarterly Demographics Report														
Program: FRC Region B	Provider: Metropolitan Family Service													
Race/Ethnicity	Program Participants Served													
	First quarter count ALL clients as new													
	Oct-Dec 21	Jan-Mar 22			Apr-Jun 22			July-Sep 22			Oct-Dec 22			TOTAL SERVED YTD
	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED		
American Indian and Alaska Native														
American Indian														0
Alaska Native														0
Canadian Inuit, Metis or First Nation (please identify in narrative)														0
Asian														0
Chinese														0
Vietnamese														0
Korean														0
Laotian														0
Filipino														0
Japanese														0
South Asian														0
Asian Indian														0
Other Asian (please identify in narrative)														0
Black/African American														0
African American														0
African														0
Caribbean														0
Other Black (please identify in narrative)														0
Hispanic or Latino														0
Hispanic or Latino Mexican														0
Hispanic or Latino Central American														0
Hispanic or Latino South American														0
Other Hispanic or Latino (please identify in narrative)														0
Indigenous Mexican, Central American or South American (please identify)														0
Pacific Islander														0
Native Hawaiian														0
Guamanian or Chamorro														0
Samoan														0
Other Pacific Islander (please identify in narrative)														0
White														0
Slavic														0
Middle Eastern														0
North African														0
Multi-Racial (please identify in narrative)														0
Decline to Answer														0
Unknown														0
TOTAL BY RACE/ETHNICITY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Primary Language														0
Cantonese														0
English														0
Russian														0
Spanish														0
Ukrainian														0
Vietnamese														0
Other (list language in narrative)														0
TOTAL BY LANGUAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identification														0
Female														0
Male														0
Transgender														0
Unknown or Declined to Say														0
TOTAL BY GENDER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Age														0
0-6														0
7-12														0
13-17														0
18-24														0
25-59														0
60+														0
Unknown or Declined														0
TOTAL BY AGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Race/Ethnicity TOTAL, Gender TOTAL and Age TOTALs should match.

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor:	Metropolitan Family Services		Contract Number:	
Address:			Report Period:	
Contact Person:	Meghan Zook			
Contact Info:	meganz@dfs.email			FRC
Term:	10/1/21-12/31/22			
Budget Category	Approved Budget (10/1/21-12/31/22)	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Family Resource Coordinator Region A .77fte	\$ 46,780.24	\$ -	\$ -	\$ 46,780.24
Family Resource Coordinator Region B .77fte	\$ 47,028.80	\$ -	\$ -	\$ 47,028.80
Supervision .0625fte	\$ 4,649.13	\$ -	\$ -	\$ 4,649.13
Fringe	\$ 28,601.83	\$ -	\$ -	\$ 28,601.83
	\$ 127,060.00	\$ -	\$ -	\$ 127,060.00
<u>Administration</u>				
Admin 15%	\$ 19,059.00	\$ -	\$ -	\$ 19,059.00
	\$ 19,059.00	\$ -	\$ -	\$ 19,059.00
<u>Program costs</u>				
Materials/Supplies	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -	\$ -
Additional (please specify)				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Budget	\$ 146,119.00	\$ -	\$ -	\$ 146,119.00
<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>				
CERTIFICATION				
<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>				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

Agency: Metropolitan Family Services

Funded Service: Family Resource Coordinator

Program Contact:

Month:

*This report covers the fiscal year starting **October 1, 2021 through December 31, 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:

Number of Families:

- 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: