

October 17, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Grant Amendment #1 with the State of Oregon, Department of Education for  
Clackamas County Early Learning HUB Preschool Promise Capacity Building

<b>Purpose/Outcome</b>	Preschool Promise Capacity Building allows financial supports for Continuous Quality Improvement (CQI) strategies for the Clackamas Early Learning HUB Preschool Promise program implementation and delivery services in the following areas: classroom quality improvement, infrastructure, training and technical assistance, professional development and comprehensive and family supports.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$15,000 for a total of \$60,000 for the period of July 1, 2017 through June 30, 2020. No County General Funds are involved and no match is required.
<b>Funding Source</b>	State of Oregon through its Department of Education Grant No. 11180
<b>Duration</b>	Effective date July 1, 2017 and terminates on June 30, 2020
<b>Previous Board Action/Review</b>	102617-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: September 25, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	H3S8534

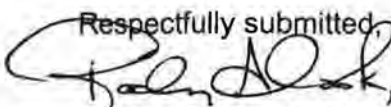
**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Grant Amendment #1 with the State of Oregon, Department of Education for the Clackamas County Early Learning HUB Preschool Promise Program. Preschool Promise Programs increase access to quality preschool and enhance quality in existing early education programs for preschool aged children. This Amendment #1 supports Continuous Quality Improvement strategies for implementation and delivery services.

This Revenue Grant Amendment extends the Agreement through June 30, 2020 and adds \$15,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,  
  
 H3S Deputy Director / FOR  
 Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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**GRANT AGREEMENT 11180  
AMENDMENT No. 1**

1. This is Amendment No. 1 to Grant Agreement No. 11180 (as amended from time to time, the "Agreement") effective **July 1, 2017** between the State of Oregon, acting by and through its **Department of Education** ("Agency") and **Clackamas County** ("Grantee") on behalf of the Clackamas Early Learning Hub.
2. This Amendment shall be effective on October 1, 2019 or the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
3. The Agreement is hereby amended as follows with new language indicated by double underlining and deleted language is indicated by ~~strikethrough and brackets~~:

**A. The Agreement preamble and EFFECTIVE DATE AND DURATION are amended as follows:**

**GRANT AGREEMENT  
PRESCHOOL PROMISE CONTINUOUS QUALITY IMPROVEMENT GRANT**

This Grant Agreement ("Grant" or "Agreement") is made by the State of Oregon, acting by and through the Oregon Department of Education ("Agency"), and Clackamas County ("Grantee") on behalf of the Clackamas Early Learning Hub for financing of the project described in Exhibit A ("Project").

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A: Project Description
- Exhibit B: Reserved~~[Funding Request Form]~~
- Exhibit C: Insurance

**EFFECTIVE DATE AND DURATION:** When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of July 1, 2017, and terminates on June~~[September]~~ 30, 2020~~[2019]~~, unless terminated earlier.

**B. SECTION 1: DEFINITIONS is amended as follows:**

The following capitalized terms have the meanings assigned below.

"Allowable" means costs of the Project incurred or to be expended by the Grantee that are used only for the purposes set forth in Exhibit A and the completed Funding Request Form in Exhibit B.

"Continuous Quality Improvement Plan (CQI Plan)" means a written plan by the Grantee for all activities for the project period, all anticipated expenditures, and all expected deliverables.

"Costs of the Project" means the Grantee's actual costs that are reasonable, necessary and directly related to the Project and are eligible or permitted uses of the Grant Funds under the Project.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Early Learning Division ("ELD")" means the division of the Oregon Department of Education responsible for the administration of and outcomes for the state's early learning system of programs and services.

"Early Learning Hub ("ELH")" means the local coordinating entity designated by and with whom the ELD has contracted to provide early learning system programs and services."

"Electronic Grant Management System ("EGMS")" means the electronic payment system operated by the Agency.

"Grant Amount" means funds provided under this Grant to complete the Project which shall not exceed:

\$20,000.00 during July 1, 2017[-] through June 30, 2018

\$40,000.00 aggregate through June 30, 2019

~~\$20,000.00~~~~[5,000.00]~~ anticipated amount during July 1, 2019-~~[September 30, 2019]~~June 30, 2020

~~\$60,000.00~~~~[45,000.00]~~ maximum during the term of the Grant.

"Project" means the activities of Grantee to carry out the preschool education services described in Exhibit A as the purposes of the Grant Amount and the Specific Work to be Accomplished, under authority of ORS 329.172 and OAR 581-019-0036 through 581-019-0049.

"Service Delivery Area ("SDA")" means the geographic area of Clackamas County, within which the Grantee may provide services.

"Spark" means Oregon's quality rating and improvement system for the childhood care and early learning system.

**C. SECTION 3: DISBURSEMENTS is amended as follows:**

A. Agency shall disburse Grant Funds to Grantee for the Project activities described in Exhibit A ~~[and according to the completed Funding Request Form set forth in Exhibit B].~~

B. Grantee shall provide any additional information or further detail regarding the expenditure of Grant Funds as Agency may request.

C. Disbursements will occur only after Agency has received the quarterly Early Learning Hub Continuous Quality Improvement (CQI) Plan (Project Activities and Costs of the Project expenditure tracker) ~~[completed Funding Request Form set forth in Exhibit B with an authorized signature]~~ and Agency has accepted the proposed Project activities, including any required deliverables and services, for which disbursement~~[reimbursement]~~ is sought via properly submitted documentation. ~~[Drawn down of approved funds shall occur through the]~~ The EGMS draw down request must be submitted within 30 days after actual expenditure information has been submitted to Agency.

D. If Agency determines that any completed Project activities or documentation are not acceptable and that any deficiencies are the responsibility of the Grantee, Agency shall prepare a detailed written description of any deficiencies within 15 days of receipt of the document or performance

of the activity, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency.

- E. Grantee shall not expend any funds above the Grant Amount without a fully executed amendment in place prior to anticipated expenditures.

**D. SECTION 6(A): REPRESENTATIONS AND WARRANTIES OF THE GRANTEE is amended as follows:**

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in the CQI Plan [Exhibit B,] together with a description of how Grant Funds and other funds in addition to Grant proceeds, if any, are expected to be used to carry out the Project.

- E. SECTION 10(D) of NOTICES is amended as follows:

Notices. All notices to be given under this Grant must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to the Agency: [~~Gwyn Bachtle, Project Coordinator~~]  
Anthony J. Martirano, Preschool Grants Specialist (Primary) or  
Dayna Jung, Program Manager (Secondary)  
Early Learning Division  
700 Summer Street NE, 3<sup>rd</sup> Floor  
Salem, OR 97301  
[~~gwyn.bachtle@ode.state.or.us~~  
Anthony.J.Martirano@ode.state.or.us  
Desk (503) 947-0654 Mobile (503) 507-5450  
Dayna.Jung@ode.state.or.us  
Mobile 503-856-6160[~~503-480-6963~~]

- F. EXHIBIT A - PURPOSE OF GRANT AMOUNT is amended as follows:

The Grant Amount will allow financial supports for Continuous Quality Improvement strategies for the Preschool Promise implementation and delivery services in the following areas:

- Classroom quality improvement
- Infrastructure
- Training and technical assistance
- Professional development
- Comprehensive and family supports

~~[The Grant Amount will allow Grantee to identify the needs of underserved populations within the Service Delivery Area to provide financial support for the following capacity building and continuous improvement preschool service activities: start up activities; infrastructure development; and, training, technical assistance and professional development.]~~

- G. EXHIBIT A – SPECIFIC WORK TO BE ACCOMPLISHED is amended as follows:

The Grantee shall utilize funds to support continuous quality improvements for the Preschool Promise implementation and delivery services as described in the CQI Plan [and distribute

awarded funds to early learning providers as described in the Request for Funding Form and The Capacity Building activities for the Grantee will depend on the specific needs of the communities in their Service Delivery Area.] and approved by the Agency. The strategies for the Grantee will depend on the specific needs of the communities in the Grantee's Early Learning Hub Preschool Promise service delivery region. The following activities are eligible under this Grant Amount:

#### Classroom Quality Improvements[Start-Up Activities]

- Classroom m[M]aterials and s[S]upplies to meet licensing and Spark top two tier rating (furniture, [X] books, [X] manipulatives).
- Curriculum and a[A]ssessment m[M]aterials
- Technology e[E]quipment (hardware, [X] computers, [X] devices, [X] software).
- [Insurance to meet program requirements.]
- Other activities as deemed appropriate, necessary, and approved by ELD program staff.
- Non-fixed gross motor equipment (tricycles or sporting equipment)

#### Infrastructure

- Playgrounds (purchase, [X] repair, [X] build, [X] recondition fixed playground equipment and [X] storage sheds).
- Facility h[H]ealth and & [X] s[S]afety i[I]mprovements needed to meet licensing requirements.
- Other infrastructure purchases as deemed appropriate, necessary, and approved by ELD program staff.

#### Training and Technical Assistance and[X] Professional Development

- Training, mentoring, coaching for ELH[Hub] and [X] provider staff throughout the instructional year to increase the level of classroom instruction, child outcomes, teacher effectiveness within the classroom, and cultural responsiveness.
- Costs associated with accessing or providing training (training fees, [X] travel expenses, [X] substitute wages).
- Costs associated with educational attainment[~~obtainment~~] to meet Preschool Promise, Spark, business acumen or licensing requirements[~~, college tuition and credentialing fees~~].
- Instructional leadership professional development.
- Other activities as deemed appropriate, necessary and approved by ELD program staff.

#### Comprehensive and Family Supports

- Social-emotional support: mental health consultation, assessments, classroom materials, and other additional classroom supports as deemed necessary and appropriate.
- Health supports: screenings and supports for referrals and follow-up (dental, vision, hearing and other).
- Kindergarten transition: costs associated with improving and fostering kindergarten transitions.
- Family engagement: activities to support parent engagement in educational opportunities, program policy and decision-making, and partnering to establish child and family goals.
- Educational supports: culturally responsive training, curriculum, and professional development and other language and literacy supports.
- Other educational and family service supports purchases as deemed appropriate, necessary and approved by ELD program staff.

H. EXHIBIT A – ACTIVITIES TABLE is amended as follows:

<u>ACTIVITIES</u> <u>7/1/2017 through</u> <u>9/30/2019</u>	<u>DELIVERABLES</u>	<u>DUE DATES</u>
Provide Capacity Building in accordance with specific funding request as approved by Agency.	Professional Development, Technical Assistance, and Start-Up activities of early learning providers.	July 1, 2017 – September 30, 2019
Submit quarterly financial reports to Agency.	Financial report covering activities for the reporting period.	Quarterly, during 45 days following each calendar quarter
Maintain Inventory List of materials purchased with this Grant Amount	Inventory list	Must be available upon request by Agency
Final written report for the period <u>July 1, 2017 through September 30, 2019.</u>	Written summary report to Agency submitted.	Within 60 days [ <del>of Grant expiration</del> ] <u>after September 30, 2019</u>
<u>ACTIVITIES</u> <u>10/1/2019 through June 30, 2020</u>	<u>DELIVERABLES</u>	<u>DUE DATES</u>
<u>Submit CQI Plan in accordance with specific funding requests as approved by Agency.</u>	<u>Quarterly report detailing planned activities and expenditures.</u>	<u>October 1, 2019 through June 30, 2020. Due 30 days before the beginning of calendar quarter.</u>
<u>Submit quarterly financial reports to Agency</u>	<u>Report actual expenditure amounts for planned activities.</u>	<u>Quarterly within 45 days following each calendar quarter.</u>
<u>Maintain inventory list of materials purchased with this Grant Amount</u>	<u>Inventory list completed</u>	<u>Must be available upon request by Agency.</u>
<u>Submit final impact report</u>	<u>Final impact report submitted to Agency for review</u>	<u>Within 45 days of Grant expiration.</u>

I. EXHIBIT B – FUNDS REQUEST FORM is deleted in its entirety and replaced with EXHIBIT B – Reserved.

J. EXHIBIT C – INSURANCE is deleted in its entirety and replaced with EXHIBIT C – INSURANCE REVISED, October 1, 2019, which is incorporated herein.

4. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**GRANTEE, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES GRANTEE HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CLACKAMAS COUNTY** on behalf of the Clackamas Early Learning Hub

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/ Title

**OREGON DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature/ Title

**Approved for Legal Sufficiency**

Cynthia Byrnes, DOJ Sr. Assist Attorney General  
Name/ Title

Date: September 13, 2019

October 17, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intra-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) operating funds

<b>Purpose/ Outcomes</b>	This Agreement provides the basis for a cooperative working relationship for SBHC primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$162,000.
<b>Funding Source</b>	Public Health is receiving grant funds from the State Public Health Authority – No County General Funds will be used.
<b>Duration</b>	Effective July 01, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	No previous Board actions
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on October 10, 2019
<b>Contact Person</b>	Kim La Croix, Access to Care Program Manager – (503) 742-5982
<b>Contract No.</b>	9294

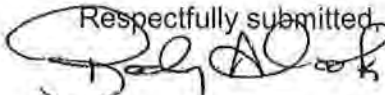
**BACKGROUND:**

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

This contract is effective July 1, 2019 and continues through June 30, 2020. This agreement is delayed due to a lengthy negotiations process on certain details of the work and its dependence on the LPHA agreement being fully executed beforehand.

**RECOMMENDATION:**

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

Respectfully submitted,  
  
Richard Swift, Director  
Health, Housing, and Human Services



**INTRA-AGENCY AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY PUBLIC HEALTH DIVISION**  
**AND**  
**CLACKAMAS COUNTY HEALTH CENTERS DIVISION**

**Contract # 9294**

I. Purpose

This agreement provides the basis for a cooperative working relationship between the **Clackamas County Public Health Division** herein referred to as "CCPHD," and the **Clackamas County Health Centers Division**, herein referred to as "CCHCD," with the common goal of successfully operating a School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to oversight, maintenance, administration, operation, and delivery of services within the SBHC.

II. Scope of Work and Cooperation

A. CCHCD agrees to:

1. Provide primary healthcare to students within Oregon City High School, Rex Putnam High School, and Sandy High School according to Oregon Health Authority SBHC protocols and certification requirements and CCHCD Policies.
2. All primary healthcare services must be delivered in accordance with the guidelines set forth in the 2017 Standards for Certification. The Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: certification process, sponsoring agency/facility, operations/staffing, laboratory, clinical services, data collection/reporting and quality assurance.
3. Maintain an operations agreement with Oregon City high school, Rex Putnam High school, and Sandy high school for the delivery of SBHC services by Clackamas County Health Centers. Provide a copy the operations agreements with the CCPHD annually.
4. Prepare SBHC facilities and staff for recertification site visits with Oregon Health Authority (OHA). Appoint SBHC leadership to participate in site visit and address items identified by OHA.
5. Participate in quarterly OHA SBHC meetings.
6. Designate a staff person to maintain the State Operational Profile (online portal) and submit data in accordance with OHA requirements.
7. Participate in OHA sponsored trainings and webinars.
8. Collaborate with CCPHD on grant proposals to support the SBHC when funding opportunities arise that align with the SBHC mission or improve population health that align with the SBHC and Health Centers mission and SBHC Strategic Plan.

9. Write and submit narrative and financial reports required by the grant funder. Share the narrative and financial reports with CCPHD.
10. Facilitate School district wide collaboration with SBHC staff, school district staff, public health services, other county departments, and community agencies in order to develop, implement, and maintain SBHC services for school-age children as opportunities arise.
11. Designate at least one medical provider and one other SBHC staff person to participate in biannual SBHC community of practice activities hosted by CCPHD. The SBHC site coordinator, Health Educator, and, as available, Pediatric Medical Director will be the only attendees at SBHC Community of Practices in person activities. Other clinical staff will participate via web based communications.
12. Upon request, share de-identified electronic health record (EPIC) data with CCPHD.
13. Conduct communication activities (e.g. website) that promote Oregon City, Rex Putnam, and Sandy SBHC clinics.

B. CCPHD agrees to:

1. Upon request, provide the oversight and technical assistance so that each SBHC in its jurisdiction meet the 2017 Standards for Certification for SBHC.
2. Assure to the OHA State Program Office (SPO) that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the certification review cycle.
3. Meet with leadership team at least two times per year to facilitate communication and program development.
4. Upon receipt of proper invoice, distribute SBHC funding on behalf of the OHA to CCHCD for provision of healthcare services between July 1, 2019 and June 30, 2020.
5. Develop and distribute updated SBHC agreements as needed.
6. Facilitate biannual SBHC community of practice meetings.
7. Analyze school based health center related data, from a population health perspective, and share with CCHCD annually.
8. Conduct county-wide communications regarding SBHC services. CCPHD will notify and collaborate with CCHCD about communications related to the SBHCs where CCHCD is the medical sponsor.
9. Monitor fiscal and programmatic compliance, of CCHCD with this contract, by regularly reviewing invoices and participating in biennial state certification exit interviews.

III. Liaison Responsibility

Aria Baker will act as liaison from CCPHD:

[ABaker@clackamas.us](mailto:ABaker@clackamas.us)

Erin DeArmond-Reid will act as liaison from CCHCD:

[Ereid@clackamas.us](mailto:Ereid@clackamas.us)

IV. Compensation

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

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

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

CCHCD shall submit monthly expenditure reimbursement interfund transfer request invoices by the tenth day of the month following that in which service was performed for true and verifiable costs and expenses related to implementation of the services outlined in this agreement. The invoice must be itemized and reference contract # 9294, dates of service, number of hours billed, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045  
[PublicHealthFiscalAP@clackamas.us](mailto:PublicHealthFiscalAP@clackamas.us)

When submitting electronically, designate CCHCD name and contract # 9294 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

**Withholding of Contract Payments:** Notwithstanding any other payment provision of this agreement, should CCHCD fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, CCPHD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CCHCD submits required reports, performs required services, or establishes to CCPHD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CCHCD.

V. Reporting Requirements

A. Fiscal Reports

1. CCHCD shall submit year to date expense reports to CCPHD on January 15th and July 15th.
2. Reports will be itemized and will include all operational expenses to include, but not limited to: staff, supplies, lease, and maintenance.
3. Based on year end reconciliation, all monies not allocated by expense reports shall be returned to CCPHD.
4. CCHCD will submit Fiscal Reports to:

Clackamas County Public Health Division

Attn: Sherry Olson  
2051 Kaen Road, #367  
Oregon City, Oregon 97045

OR

[SOlson4@clackamas.us](mailto:SOlson4@clackamas.us)

B. Performance Reporting

1. Submit annual Client encounter data in a form acceptable to the OHA SPO and in accordance with the 2017 Certification Standards at two times during the year, no later than January 31, 2020 for the previous calendar year (July 1, 2019 – December 31, 2019) and no later than July 15, 2020 for the preceding service year (July 1, 2019 – June 30, 2020).
2. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to the OHA SPO and in accordance with the certification standards no later than October 1, 2020 for the preceding service year (July 1, 2019 – June 30, 2020).
3. Submit annual SBHC Billing, Revenue and Funding data in the form acceptable to the OHA SPO no later than October 1, 2020 for the preceding service year (July 1, 2019 – June 30, 2020).
4. Submit annual SBHC hours of operation and staffing in the form acceptable to the OHA SPO no later than October 1, 2020 for the current service year (July 1, 2019 – June 30, 2020).
5. Submit completed annual patient satisfaction survey data no later than January 31, 2020 and June 30, 2020.
6. Complete online national census survey every year.
7. CCHCD will submit Performance Reports to:

Clackamas County Public Health Division  
Attn: Aria Baker  
999 Library Ct  
Oregon City, OR 97045  
[ABaker@clackamas.us](mailto:ABaker@clackamas.us)

And

School-Based Health Center Program  
800 NE Oregon, Suite 805  
Portland, OR 97232  
E-mail: [SBHC\\_program@state.or.us](mailto:SBHC_program@state.or.us)  
Phone: (971) 673-0871

VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective July 1, 2019 and is scheduled to terminate June 30, 2020.

This agreement is subject to cancellation by either of the parties when thirty (30) days' written notice has been provided.

Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

This agreement consists of seven (7) sections.

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

**CLACKAMS COUNTY  
HEALTH CENTERS DIVISION**

\_\_\_\_\_  
Deborah Cockrell, Director

\_\_\_\_\_  
Date

**HEALTH, HOUSING AND HUMAN  
SERVICES DEPARTMENT**

\_\_\_\_\_  
Richard Swift, Director

\_\_\_\_\_  
Date

October 17, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to a Sub-recipient Agreement with  
Northwest Housing Alternatives and the Community Development Division for  
Tenant-Based Rental Assistance funding

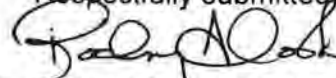
<b>Purpose/ Outcome</b>	The HOME program is designed to provide formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. Tenant Based Rental Assistance (TBRA)
<b>Dollar Amount and Fiscal Impact</b>	HOME Grant funds of \$75,000 added to the original agreement for a new total amount of \$175,000 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development HOME funds
<b>Duration</b>	September 1, 2017 to June 30, 2020
<b>Previous Board Action/ Review</b>	Board Order 022218-A7, February 22, 2018 approval of the NHA TBRA sub-recipient agreement. May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$75,000 of HOME funds to be available for TBRA.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on February 5, 2018.
<b>Contact Person</b>	Mark Sirois, Project Coordinator - Community Development: 503-650-5664
<b>Contract No.</b>	H3S 8670

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Amendment to Sub-recipient Agreement to add \$75,000 of HOME funds for a new total of \$175,000 for a Tenant-Based Rental Assistance Program ("TBRA") as authorized under HOME to help individual households in Clackamas County afford housing costs such as rent and security deposits.

**PROJECT OVERVIEW:** The TBRA program is operated by Northwest Housing Alternatives and has assisted 5 families remain in safe stable housing. Additional funding will prevent allow for more families to secure safe, stable housing.

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

Respectfully submitted,

 H3S Deputy Director/FOX

Richard Swift, Director  
Health, Housing Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

**AMENDMENT TO  
HOME SUB-RECIPIENT GRANT AGREEMENT 18-029**

**BETWEEN**

**CLACKAMAS COUNTY, OREGON  
AND  
NORTHWEST HOUSING ALTERNATIVES, INC.**

H3S Contract #: 8670  
CDD Project#: 53595

Board Order #: 022218-A7

Amendment Requested by: Northwest Housing Alternatives

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                          Other

Justification: The Northwest Housing Alternatives non-profit housing development agency has requested that additional HOME Investment Partnerships Program (HOME) funds to provide additional tenant-based rental assistance (TBRA) to very low-income homeless families with children that are at risk of homelessness, have persistent housing instability or are currently experiencing homelessness. The TBRA funds may be used to assist with utility deposits, rental deposits, and rent costs for up to 12 months. The HOME Sub-recipient Agreement is amended to include the increase in HOME funds to the project.

This amendment provides an additional \$75,000.00 of HOME funds to the initial allocation of \$100,000. The revised total HOME allocation is \$175,000.00. There are no other revisions to the HOME Agreement.

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TO AMEND

4. **Grant Funds.** COUNTY's funding for this Agreement is the **Home Investment Partnerships Program (Catalogue of Federal Domestic Assistance [CFDA] #: 14.239)** issued to the COUNTY by HUD (Federal Award Identification #[s]: M17-UC410201). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,000.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits A: Statement of Program Objectives and Performance Requirements and D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. The use of funds shall be expressly limited to the activities described in this Agreement.



TO READ

4. **Grant Funds.** COUNTY's funding for this Agreement is the **Home Investment Partnerships Program (Catalogue of Federal Domestic Assistance [CFDA] #: 14.239)** issued to the COUNTY by HUD (Federal Award Identification #[s]: M17-UC410201). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$175,000.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits A: Statement of Program Objectives and Performance Requirements and D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. The use of funds shall be expressly limited to the activities described in this Agreement.


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**Northwest Housing Alternatives, Inc**

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board

  
\_\_\_\_\_  
Trell Anderson, Executive Director  
Northwest Housing Alternatives, Inc.

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services  
Department

10/8/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Contract Approved to Form  
By County Counsel, Chris Story  
February 5, 2018

October 17, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Agency Services Agreement #8345, Amendment #5 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence In-home care for Clackamas County Residents

<b>Purpose/Outcomes</b>	Amendment No. 5 to the Agency Services Agreement with Mt. Hood Home Care Services, LLC for Oregon Project Independence (OPI) in-home care services to Clackamas County residents. These services enable residents to remain in their homes in their own communities.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$37,500 for a revised contract maximum of \$313,030. The contract is funded through the Social Services Division agreement with the Oregon Department of Human Services, Community Services & Supports Unit.
<b>Funding Source</b>	OPI allocated State General Funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on December 31, 2019
<b>Previous Board Action</b>	060718-A1, 071119-A4
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Counsel Review</b>	Format approved by County Counsel as part of the H3S contract standardization project.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8345

**Background**

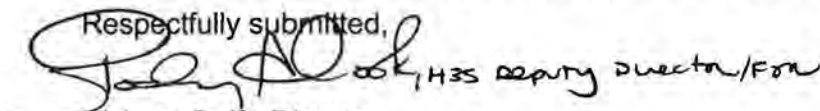
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of Agency Services Agreement #8345, Amendment #5 with Mt. Hood Home Care Services, LLC. This amendment adds \$37,500 to the maximum compensation and extends the contract term through December 31, 2019.

This amended agreement maximum is \$313,030. This amendment provides funding for an additional three months of service under this agreement while Procurement completes the current RFP process. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution and continues through December 31, 2019.

**Recommendation**

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

Respectfully submitted,



Richard Swift, Director  
 Health Housing & Human Services

Professional Services Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 8345 SubReipient #: N/A Board Agenda #: \_\_\_\_\_

Division: Social Services Amendment Number: 5

Contractor Mt Hood Home Care Services, LLC

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that increases the total OPI funded agreement amount and extends the agreement termination date to December 31, 2019. This results in an increase to the agreement budget of \$37,500.

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.

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This Amendment #5, when signed by the Mt Hood Home Care Services, LLC; formerly Sandy Home Care Services, Inc, ("AGENCY") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the agreement documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the AGENCY and COUNTY entered into those certain Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the AGENCY and County desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the County and AGENCY hereby agree that the Agreement is amended as follows

I. AMEND: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate September 30, 2019.

TO READ: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate December 31, 2019.

II. Amend: II. COMPENSATION AND RECORDS, A. Compensation

2. The maximum compensation allowed under this agreement is \$240,530 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

TO READ: II. COMPENSATION AND RECORDS, A. Compensation

2. The maximum compensation allowed under this agreement is \$313,030 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

Except as set forth herein, the County and the AGENCY ratify the remainder of the Agreement and affirm that no other changes are made hereby.

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

<b>Mt Hood Home Care Services, LLC.</b>	<b>CLACKAMAS COUNTY</b>
By: <u>Mary Sandercock</u> Mary Sandercock, Director/Owner	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humbertson Commissioner: Paul Savas Commissioner: Martha Schrader
<u>10/8/2019</u> Date	<b>Signing on Behalf of the Board:</b>
<b>Approved as to Content</b> <u>Shannon Christie</u> Shannon Christie, Operations Manager	<u>Richard Swift, Director</u> Department of Human Services
<u>10/8/2019</u> Date	_____ Date