

April 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
Dollar Amount and Fiscal Impact	The total agreement is \$8,167,334. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
Funding Source	Federal Older American Act & State General Fund - \$318,473 of County General Funds are used to meet match requirements for internal programs for the duration of this agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	071819-A6, 010920-A3, 043020-A6, 061820-A1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the original agreement on 7/9/19, Amendment #1 on 12/16/19, Amendment #2 on 4/20/20, and Amendment #3 on 5/28/20. Amendment #4 was approved on 3/31/21
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is an Intergovernmental Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9337

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 4 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral

activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. The biennial allocation increased by \$210,361 from \$7,965,973 to \$8,167,344. This agreement reflects the adjustments to the OAA funds with additional program funding for providing services in response to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. This amendment was reviewed and approved by County Counsel on March 31, 2021. It is effective upon signature.

RECOMMENDATION:

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

Staff also recommend that Brenda Durbin, Social Services Division Director; be authorized to accept, and/or negotiate should the need arise, future Administrative Actions as outlined in Sections e. and f. of Amendment #4.

Respectfully submitted,



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

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 State of Oregon, #160440 Comm. Srvs & Suppor

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 4/15/2021

PURPOSE OF

CONTRACT/AGREEMENT:

This amendment adjusts CARES Act award, adds HDC5 award and creates allowance for Administrative Action to replace some amendments as they pertain to funding award changes.

H3S CONTRACT NUMBER: 9377



Grant Agreement Number 160440

**AMENDMENT TO
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 is amendment number **04** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**" and

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
District 2, Type A
Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as "**Recipient.**"

1. This Amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows. Language to be deleted is ~~struck through~~ and language to be added is shown **underlined and bold**:
 - a. The parties acknowledge and agree that, effective August 7, 2020, all references to Department of Human Services shall mean Oregon Department of Human Services and all references to DHS shall mean ODHS.

- b. Amend ODHS Contact Information on Page 1 of the Agreement as follows:

Oregon Department of Human Services
 Aging and People with Disabilities **(APD)**
~~State Unit on Aging~~ **Community Services and Supports Unit**
 Agreement Administrator: ~~Kristi Murphy~~ **Ann McQueen** or delegate
 500 Summer Street NE
 Salem, Oregon 97301
 Telephone: ~~(503) 945-6140~~ **(503) 930-7293** Facsimile: ~~(503) 373-1133~~
Email address: ann.e.mcqueen@dhsosha.state.or.us

- c. Amend Section 3 Grant Disbursement Generally as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$7,965,973.00~~ **\$8,167,334.00**. ODHS 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. ODHS will disburse the grant to Recipient as described in Exhibit A.

- d. For services provided on or after the effective date of this Amendment, Exhibit A, Part 2, "Payment and Financial Reporting for Older Americans Act and Oregon Project Independent services," Section 1.b., "Funding Appropriations," is amended as follow:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$4,078,566	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$343,532	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Sequestration Mitigation Seq Mitig Spa Funds	\$102,833 \$201,117	GF 99.999
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266	
Families First Coronavirus Response Act Funding	\$329,632 \$313,150	CFDA 93.045
CARES Act Funding, Title III-B, Supportive Services	\$231,696 \$218,519	CFDA 93.045 93.044
CARES Act Funding, Title III-C, Nutrition and Meals Services	\$657,592 \$624,548	CFDA 93.045

CARES Act Funding, III-E, Family Caregivers Support Program	<u>\$127,349</u> \$120,982	CFDA 93.045 <u>93.052</u>
Other State Funds	\$0	
<u>HDC5 Consolidated Appropriations Act, 2021 Supplemental Funding, nutrition OAA Title IIC2</u>	<u>\$230,575</u>	<u>CFDA 93.045</u>
<u>Total</u>	<u>\$8,167,334</u>	

- e. Exhibit A, Part 3, “Special Terms and Conditions”, of the Agreement is hereby amended to add a new Section 5, “Amendment by Administrative Action,” incorporated herein by reference and stated as follows:

5. Amendment by Administrative Action

- a. **The terms of this Grant Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by:**

- (1) **The provisions of Exhibit B, “Standard Terms and Conditions,” Section 22, “Amendments; Waiver; Consent”; or, if warranted**
- (2) **In accordance with Exhibit A, Part 3, “Special Terms and Conditions”, Section 6, “Administrative Actions”, below.**

- b. **The Recipient and ODHS agree that an Administrative Action can be used by ODHS to amend the following Grant Agreement sections only and for the reasons listed:**

- (1) **Page one of the Grant Agreement for changes to the ODHS or Recipient Agreement Administrator;**
- (2) **Section 3, “Grant Disbursement Generally”, when accounting for increases in grant funding;**
- (3) **Exhibit A, Part 2, “Payment and Financial Reporting for Older Americans Act and Oregon Project Independence services,” Section 1, “Funding Appropriations,” Subsection b, to account for changes to the budget structure when accommodating increases in grant funding.**

- f. Exhibit A, Part 3, “Special Terms and Conditions”, of the Agreement is hereby amended to add a new Section 6, “Administrative Actions”, incorporated herein by reference and stated as follows:

6. Administrative Actions

Administrative Actions carried out by ODHS shall be conditional upon Recipient's acceptance, and Recipient shall have a 10-business day acceptance period to review an Administrative Action, except when the last day of the acceptance period falls on a State holiday, in which case the Recipient shall have until the end of the next business day.

a. If within the 10-business day acceptance period, the Recipient determines the Administrative Action would be better served if considered as an Amendment, the Recipient shall notify, in writing, including by email, the ODHS Agreement Administrator for this Agreement. The written notification must be received by the ODHS Agreement Administrator prior to the end of the 10-business day acceptance period. Upon receipt of the written notification, ODHS will reissue the Administrative Action as an Amendment requiring the consent and signature of both parties.

b. At the end of the 10-business day acceptance period, if the Recipient has not notified ODHS of its non-acceptance, the Administrative Action shall become binding upon the parties and incorporated into the Agreement by reference.

g. Exhibit E as shown at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. **Recipient Data.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Road; P.O. Box

City, state, zip code: Oregon City, OR 97035

Email address: stefanierai@clackamas.us

Telephone: (503) 320-8884 Facsimile: (503) 655-8889

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): YES NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: Self-insured pool

Policy #: _____ Expiration Date: _____

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

5. Signatures.

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)**

By:

_____	_____
Authorized Signature	Tootie Smith
County Board Chair	Printed Name
_____	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

_____	_____
Via e-mail by Wendy J. Johnson, Senior Assistant Attorney General	March 22, 2021
Department of Justice	Date

April 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with Central City Concern to provide
Law Enforcement Diversion Program (LEAD) services

Purpose/Outcome	Central City Concern will continue to provide case management services for individuals that meet LEAD program criteria. LEAD effectively targets individuals experiencing homelessness engaging in low-level criminal activity and helps them improve their circumstances and move toward safety and healing.
Dollar Amount and Fiscal Impact	\$318,032.84 Catalogue of Federal Domestic Assistance (CFDA) #16.838 Clackamas County General Fund – Affordable Housing PLP
Funding Source	U.S. Dept of Justice: Office of Justice Programs <ul style="list-style-type: none"> • Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP). Agreement No. 2020-AR-BX-0056 (CFDA 16.838) (\$214,000) Clackamas County General Fund <ul style="list-style-type: none"> • Affordable Housing PLP (\$104,032.84)
Duration	Effective date January 1, 2021 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 3/23/21, AN
Procurement Review	Was the item processed through Procurement? No. Federal Sub-Recipient Grant agreement for continuation of services
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S10046

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with Central City Concern (CCC). Since 2019, Clackamas County's Law Enforcement Division Program (LEAD) has improved community health and safety by diverting hundreds of individuals struggling with Substance Use Disorder from the criminal justice system to case management services. CFCC was awarded a three year U.S. Department of Justice grant to retain and enhance the LEAD program implemented by CCC. LEAD strives to connect systems and initiatives to advance a comprehensive, coordinated response to the crisis of substance abuse across the County. Central City Concern has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system.

Healthy Families. Strong Communities.

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

www.clackamas.us

This Grant agreement is funded through U.S. Department of Justice and Clackamas County and provides funding for services starting on January 1, 2021 and terminates September 30, 2021. This agreement has a maximum value of \$318,032.84. This initial 9-month contract will allow time to evaluate whether other potential sources of funding will be secured, which will then be factored into a longer-term agreement.

RECOMMENDATION:

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

Respectfully submitted,

May R. W. Cook for Rod Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10046	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Radford, Stephanie	<input type="checkbox"/> Revenue
	Program Contact: White, Elizabeth	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, April 29, 2021

CONTRACT WITH: Central City Concern

CONTRACT AMOUNT: \$318,032.84

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

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

BOILER PLATE CHANGE

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


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

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

COUNTY COUNSEL

Yes by: Naylor, Andrew Date Approved: Tuesday, March 23, 2021
OR

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

SIGNATURE OF DIVISION REPRESENTATIVE:  _____
Date: 3.31.21

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

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

ORIGINATING COUNTY

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

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Central City Concern

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 4/29/2021

PURPOSE OF

CONTRACT/AGREEMENT: Central City Concern will work with LEAD partners to provide case management services for Clackamas County individuals that meet program criteria. Law Enforcement Diversion Program (LEAD) effectively targets individuals experiencing homelessness and engaging in low-level criminal activity and helps to improve their circumstances and move towards safety and healing by connecting systems and initiatives to advance a comprehensive, coordinated response to crisis of substance abuse in Clackamas County. This initial 9-month contract will allow time to evaluate whether other potential sources of funding will be secured, which will then be factored into a longer-term agreement.

H3S CONTRACT NUMBER: 10046

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT 21-021	
Project Name: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD) H3S Contract Database Number: 10046	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and Central City Concern ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Mike Morasko	Program Manager: Elizabeth White
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 650-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11th St. Oregon City, OR 97045 503-502-4807 ewhite@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Aja Stoner Central City Concern 232 NW 6 th Avenue Portland, Oregon 97209 503-294-1681 Aja.Stoner@ccoconcern.org DUNS: 054344676	Program Representative: Erica Thygesen, MA, MSW, CSWA, CADC III Central City Concern 33 NW Broadway Portland, Oregon 97209 971-295-0332 Erica.thygesen@ccoconcern.org

RECITALS

Since 2019, Clackamas County's Law Enforcement Diversion Program ("LEAD") has improved community health and safety by diverting hundreds of individuals struggling with Substance Use Disorder (SUD) from the criminal justice system to case management services. LEAD effectively targets individuals experiencing homelessness engaging in low-level criminal activity and helps them improve their circumstances and move towards safety and healing. Clackamas County's Children, Family and Community Connections division ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Justice Programs ("OJP"), Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant ("COSSAP") to retain and enhance the LEAD program and fund coordination of LEAD plus. LEAD plus strives to connect systems and initiatives to advance a comprehensive, coordinated response to the crisis of substance abuse across the County. Under this agreement, Central City Concern ("SUBRECIPIENT") will continue to serve as the case management provider for the LEAD program. CCC has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system.

SUBRECIPIENT will work with LEAD partners to provide case management services for individuals that meet program criteria.

SUBRECIPIENT is a not-for-profit agency that provides comprehensive solutions to ending homelessness and achieving self-sufficiency

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective upon signature. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2021** to **September 30, 2021**, a total of nine (9) months.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. 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. Furthermore, SUBRECIPIENT shall comply with the requirements of OJP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by 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.** The maximum, not to exceed, amount COUNTY will pay is **\$318,032.84**. COUNTY's funding for this Agreement is as follows:
 - US Department of Justice, Office of Justice Programs
 - Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (**\$214,000.00**), Agreement No. 2020-AR-BX-0056; CFDA 16.838.
 - Clackamas County General Fund
 - Affordable Housing PLP (**\$104,032.84**)
5. **Disbursements:** 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.
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 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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end 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.
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

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 3 of 29

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 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 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) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - 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.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **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.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT has obtained a negotiated federal indirect cost rate agreement applicable to this Agreement, dated 10/25/2019. The negotiated rate of 15.25% is applicable to all eligible program costs and has been incorporated into **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **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**.
 - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Semi-Annual/Quarterly/Final Performance Report** for each period (semi-annual quarterly, and final) during the term of this Agreement.

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 4 of 29

- k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee 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.
- m) **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 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), 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. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **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 <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards 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 <https://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.
- p) **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) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **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

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 5 of 29

<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 SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Justice Programs on access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and 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.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with line-item detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2020-AR-BX-0056, 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 Clackamas County, as grantee, under those grant documents.
- v) **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, 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.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "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 federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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. Additional

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 6 of 29

requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **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. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **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.
- e) **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) creates a problem for the design or delivery of 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.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. 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.
- g) **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.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY'S right to terminate this Agreement unilaterally, without penalty, is in addition

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 7 of 29

to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

12. 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.
- 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, as they pertain to the purchase of goods and services under this Agreement and 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.

13. 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 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 8 of 29

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall 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 SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("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 SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Required Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **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.
- f) **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.
- g) **Governing Law.** This Agreement is made in 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.
- h) **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.
- i) **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.
- j) **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.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 9 of 29

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Statement of Program Objectives and Work Plan Quarterly Report
- Exhibit B – Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required Federal Terms & Conditions
- Exhibit H – Required Subrecipient Agreement Provisions
- Exhibit I – Required Insurance

(SIGNATURE PAGE FOLLOWS)

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 10 of 29

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Central City Concern
Attn: Legal Affairs
232 NW 6th Street
Portland, Oregon 97209
503-294-1681
contracts@cccconcern.org

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

Signing on Behalf of the Board:

DocuSigned by:
By: Sean Hubert 3/25/2021
Sean Hubert, Chief Housing & Strategy Officer Date
Central City Concern

Tootie Smith Date
Clackams County Board Chair

Approved to Form:

Approved by Andrew Naylor

County Counsel Date

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 11 of 29

EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

SUBRECIPIENT will coordinate with LEAD deputy and screen all LEAD referrals to determine if individuals choose to participate in the program. Participation in the LEAD program is voluntary. Individuals who agree to the program (i.e. program participants) will have an understanding about their responsibility in maintaining LEAD eligibility. Participants will complete the appropriate release of information, consent forms, and other relevant forms to provide for an open flow of communication and successful service delivery between referent and provider. SUBRECIPIENT will have clear processes for conducting outreach and receiving referrals.

SUBRECIPIENT will provide appropriate disclosure documents and consents necessary to any individual identified as eligible for LEAD. Once individuals consent to program services, a case manager will be assigned to the client.

SUBRECIPIENT will utilize a fully-integrated approach to assessment addressing participants' needs, including substance use, mental health, physical health and basic needs. SUBRECIPIENT will ensure all program staff are adequately trained in SUBRECIPIENT's approved program practices and will ensure staff are effectively implementing these practices. SUBRECIPIENT will employ motivational enhancement techniques and ensure all program staff are adequately trained and supervised in these techniques.

SUBRECIPIENT will screen and assess all individuals willing to participate. Assigned case managers will schedule an assessment no more than 30 days following the initial screening. For individuals who did not attend their assessment meeting, case managers will attempt to reach out and contact the individual to participate.

SUBRECIPIENT will have case managers provide street outreach and intensive case management services to individuals who have difficulty accessing services. The case management services will provide effective coordination of access to services, establishing service linkages with other agencies and providing assistance in obtaining any programs for which a person is eligible.

SUBRECIPIENT will provide clinical and administrative supervision, utilize direct observation, coordinate daily huddles to staff individuals and discuss barriers, and participate in care coordination meetings weekly with the LEAD operational team.

Length of services will vary depending on individual need, and placement decisions for substance use referrals will be based on use of the American Society for Addictions Medicine ("ASAM") Patient Placement Criteria ("PPC") 3rd Edition.

Services shall include assessment, a Self-directed Action Plan ("SDAP"), case management and referrals to support service needs, including but not limited to substance use, mental health, physical health, employment, housing, vocational rehab, food, basic needs and clothing. Care coordination for all medical and/or behavioral health services shall also be provided. Goals developed in the SDAP will be provided to the LEAD Operations team and will be the basis of care coordination among the collaborative partners.

Service Description

SUBRECIPIENT will employ the following in the provision of services/brokerage:

A harm reduction philosophy. Participants will be engaged where they are; they will not be penalized or denied services if they do not achieve abstinence. The goal is to reduce as much as possible the harm done to themselves and to the surrounding community through problematic drug activity.

Participant-identified and driven. Once any acute needs of clients have been addressed, the case manager will work with each participant to design an SDAP which will clearly identify the individual's goals while being involved in LEAD. The plan may include assistance with housing, treatment, education, job training, job placement, licensing assistance, small business counseling, child care, or other services.

Intensive case management. LEAD Case Managers will have varying levels of expertise, training, and education in order to assemble a diverse, competent multi-disciplinary team to provide comprehensive assessment, planning and service brokerage. Case managers will link diverted individuals to housing, vocational and educational opportunities and services, treatment, and community services. Participants engaged in problematic drug use require a more holistic approach to case management. Individuals may not only need access to medication supported recovery and other drug treatment options; they may also need access to food, housing, legal advocacy, job training, and other services. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life.

Peer outreach and support. There is substantial evidence that highly marginalized populations can be engaged by peers whom the individuals view as knowledgeable about their situation and as credible witnesses to the value of similar programs. Ongoing peer engagement provides support for behavioral changes.

Trauma-informed care perspective. Addressing and understanding client's underlying psychological trauma by listening to clients and working to integrate their voices into their service delivery plan.

Specialty-tailored interventions to address individual and community needs. Rather than attempting a "one size fits all" approach, community-based interventions will be specifically designed for the population.

Cultural competency. Cultural competency is crucial in all aspects of the program, including outreach, case management, and service provision. It is essential that programs tailored to the needs of different racial and ethnic groups, LGBTQ people, immigrants, and other key populations be made available through LEAD program funds. LEAD will not require religious adherence or practice, or advance "reparative" therapies.

Outreach

The LEAD Screening/Outreach Coordinator will act as the contact point for all referrals to LEAD case management. This position must ensure effective and efficient communication and collaboration between all partners involved in referring and receiving LEAD qualified individuals.

Target Population

LEAD qualifying criteria will determine referral and determine offer of and referral to LEAD programming. Previously, qualifying criteria for program participation was a substance abuse disorder and a criminal offence related to possession of a controlled substance(s). In 2020, Oregon voters passed Measure 110. The measure decriminalizes specific amounts of controlled substances. On February 1, 2021, moving forward, individuals in possession of small amounts of controlled substances will receive a fine instead of charged with a crime. LEAD partners are in the process of adjusting program eligibility criteria to continue serving the target population.

Basis for Exclusion-

- Outcomes of assessment: Individuals will be assessed based on current situations, case-by-case, addressing their ability to engage, interact, and their level of motivation and need.
- Individuals currently already engaged in a Clackamas County Specialty Court.

Protected Information

During the term of this Agreement, SUBRECIPIENT will not provide COUNTY with, or access any database or system maintained by COUNTY that contains, information subject to the Health Insurance Portability and Accountability Act of 1996, and its regulations, or the Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, and related regulations. In the event such information becomes necessary for SUBRECIPIENT to operate its program, the parties may only access or exchange such information upon execution of an amendment to this Agreement and any additional documentation or agreements as may be required to comply with applicable state or federal law.

Central City Concern and Law Enforcement Diversion Program (LEAD)
 Subrecipient Grant Agreement -- 21-021
 Page 13 of 29

Exhibit B: Budget			
Contractor: Central City Concern Program: LEAD Address: 232 NW 6th Avenue Portland, OR 97209 Contact Person: Erica Thygesen, MA, MSW, CSWA Phone Number: 971-295-0332 E-mail: Erica.thygesen@cccconcern.org		CADC III	Agreement Number: 21-021 HHS Contract #: 10046 Agreement Term: 1/1/21 - 9/30/21
Budget Category	Approved Budget (COSSAP)	Approved Budget (County GF)	Total Budget
Direct Costs			
Personnel and Fringe			
Program Manager (0.4 FTE)	\$ 17,685.10	\$ 5,895.03	\$ 23,580.13
Case Manager (4.0 FTE)	\$ 101,401.68	\$ 33,800.56	\$ 135,202.24
FICA Taxes (@7.5%)	\$ 6,698.63	\$ 5,210.05	\$ 11,908.68
Unemployment Taxes (@1.75%)	\$ 1,563.01	\$ 1,215.67	\$ 2,778.68
Workers compensation Insurance (@.80%)	\$ 714.52	\$ 555.74	\$ 1,270.26
Health Insurance (\$7,735 x 4.4 FTE)	\$ 25,525.50	\$ 8,508.50	\$ 34,034.00
Life & Disability Insurance (@1.00%)	\$ 893.15	\$ 694.67	\$ 1,587.82
403(b) Match (@4.50%)	\$ 4,019.18	\$ 3,126.03	\$ 7,145.21
Total Personnel and Fringe	\$ 158,500.77	\$ 59,006.25	\$ 217,507.02
Program costs			
Client Transportation	\$ 7,141.14	\$ 1,558.86	\$ 8,700.00
Client Food		\$ 2,000.00	\$ 2,000.00
Program Expense - Client Rent & Related		\$ 7,800.00	\$ 7,800.00
Program Rent - Managed Housing		\$ 250.00	\$ 250.00
Support Materials		\$ 4,900.00	\$ 4,900.00
Health Services Allocation		\$ 13,200.00	\$ 13,200.00
Furnishings		\$ 702.00	\$ 702.00
Medical Supplies		\$ 200.00	\$ 200.00
Medicine		\$ 150.00	\$ 150.00
Office Supplies	\$ 600.00		\$ 600.00
Printing	\$ 40.00		\$ 40.00
Telephone	\$ 2,300.00		\$ 2,300.00
Vehicle Gas & Oil	\$ 1,000.00		\$ 1,000.00
Vehicle Leases	\$ 6,800.00		\$ 6,800.00
Vehicle Repairs & Maintenance	\$ 500.00		\$ 500.00
Rent - External	\$ 3,500.00		\$ 3,500.00
Employee Education	\$ 2,000.00		\$ 2,000.00
Employee Professional Licenses	\$ 1,100.00		\$ 1,100.00
Employee Morale		\$ 500.00	\$ 500.00
EE Parking, Mileage, Transport	\$ 2,000.00		\$ 2,000.00
Employee Travel	\$ 201.38		\$ 201.38
Total Program Costs	\$ 27,162.52	\$ 31,260.86	\$ 58,443.38
Total Direct Costs	\$ 185,683.29	\$ 90,267.11	\$ 275,950.40
Indirect Costs			
15.25% Federal Indirect Rate	\$ 28,316.70	\$ 13,766.73	\$ 42,082.44
Total Budget	\$ 214,000.00	\$ 104,032.84	\$ 318,032.84
CFCC Program Review: Elizabeth White Department: Children, Family & Community Connections E-mail: ewhite@clackamas.us Phone: 503-502-4607			

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 14 of 29

**EXHIBIT C
LOBBYING CERTIFICATE**

PROJECT NAME: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD) Fund Source: Office of Justice Programs Grant Award (CFDA 16.838)	AGREEMENT No. 21-021
SUBRECIPIENT: Central City Concern	

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.

<u>Central City Concern</u>	<u>LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</u>
Organization Name	Award Number or Project Name
Sean Hubert, Vice President & Strategy Officer	3/31/2021
Name and Title of Authorized Representative	Date

DocuSigned by:
Sean Hubert
Signature E32497...

Central City Concern and Law Enforcement Diversion Program (LEAD)
 Subrecipient Grant Agreement – 21-021
 Page 15 of 29

**EXHIBIT D-1
 REIMBURSEMENT REQUEST**

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).

Contractor: Central City Concern	Contract Number: 10046
Address: 232 NW 6th Avenue Portland, OR 97209	Report Period:
Contact Person: Erica Thygesen, MA, MSW, CSWA, CADC III	Agreement Number: 21-021
Contact Info: 971-295-0332 Term: 1/1/21-9/30/21 Erica.thygesen@cccconcern.org	

Budget Category	Approved Budget (COSSAP)	Approved Budget (GF)	Current Draw Request	Previously Requested	Balance Remaining
Direct Costs					
<i>Personnel and Fringe</i>					
Program Manager (0.4 FTE)	\$ 17,685.10	\$ 5,895.03			
Case Manager (4.0 FTE)	\$ 101,401.63	\$ 33,800.56			
FICA Taxes (@7.5%)	\$ 6,699.63	\$ 5,210.05			
Unemployment Taxes (@1.75%)	\$ 1,563.01	\$ 1,215.67			
Workers compensation insurance (@.80%)	\$ 714.52	\$ 555.74			
Health Insurance (\$7,735 x 4.4 FTE)	\$ 25,525.50	\$ 8,608.50			
Life & Disability Insurance (@1.00%)	\$ 893.15	\$ 694.67			
403(b) Match (@4.50%)	\$ 4,019.18	\$ 3,126.03			
Total Personnel and Fringe	\$ 158,500.77	\$ 59,006.25			
<i>Program costs</i>					
Client Transportation	\$ 7,141.14	\$ 1,558.86		\$ -	
Client Food		\$ 2,000.00		\$ -	
Program Expense - Client Rent & Related		\$ 7,800.00		\$ -	
Program Rent - Managed Housing		\$ 250.00		\$ -	
Support Materials		\$ 4,900.00		\$ -	
Health Services Allocation		\$ 13,200.00		\$ -	
Furnishings		\$ 702.00		\$ -	
Medical Supplies		\$ 200.00		\$ -	
Medicine		\$ 150.00		\$ -	
Office Supplies	\$ 600.00			\$ -	
Printing	\$ 40.00			\$ -	
Telephone	\$ 2,300.00			\$ -	
Vehicle Gas & Oil	\$ 1,000.00			\$ -	
Vehicle Leases	\$ 6,800.00			\$ -	
Vehicle Repairs & Maintenance	\$ 500.00			\$ -	
Rent - External	\$ 3,500.00			\$ -	
Employee Education	\$ 2,000.00			\$ -	
Employee Professional Licenses	\$ 1,100.00			\$ -	
Employee Morale		\$ 500.00		\$ -	
EE Parking, Mileage, Transport	\$ 2,000.00			\$ -	
Employee Travel	\$ 201.38			\$ -	
Total Program Costs	\$ 27,182.52	\$ 31,260.86		\$ -	
Total Direct Costs	\$ 185,683.29	\$ 90,267.11	\$ -	\$ -	\$ -
Indirect Costs					
15.25% Federal Indirect Rate	\$ 28,316.70	\$ 13,766.73	\$ -	\$ -	\$ 42,082.44
Totals	\$ 214,000.00	\$ 104,032.84	\$ -	\$ -	\$ 318,032.84

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:	

CFCC Department Review

Name: Elizabeth White
 Department: Children, Family & Community Connections

Signature:	Date:
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EXHIBIT E

DEPARTMENT OF JUSTICE REPORTING SCHEDULE (JustGrants)

Quarterly Reporting In PMT and Quarterly Financial Status Reports (JustGrants)			Semiannual Reporting In JustGrants		
Reporting Period	Submission Period	Deadline	Reporting Period	Submission Period	Deadline
January 1 – March 31	April 1 – 30	April 30	January 1 – June 30	July 1 – 30	July 30
April 1 – June 30	July 1 – 30	July 30			
July 1 – September 30	October 1 – 30	October 30	July 1 – December 31	January 1 – 30	January 30
October 1 – December 31	January 1 – 30	January 30			

SEMIANNUAL REPORTING

SUBRECIPIENT will provide information the COUNTY Project Manager necessary to complete the Semiannual Report **by the 15th of the month in the submission period indicated in the DOJ reporting schedule** (<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/Semiannual-Narrative-Questions.pdf>).

SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

QUARTERLY REPORTING

The Performance Measurement Tool, or PMT, reports are due by the 15th of the month in the submission period indicated in the DOJ reporting schedule. The PMT is the online data collection tool for Office of Justice Programs' grant recipients and structured as an online questionnaire.

SUBRECIPIENT will complete the BJA's Comprehensive Opioid Abuse Site-based Grant Program questionnaire: (https://www.cossapresources.org/Content/Documents/GrantManagement/coap_combined_performance_measures_for_fy2020_final_508.pdf) and submit to COUNTY Project Manager to upload in the PMT reporting system four times per year. The PMT reports capture program activities during the prior 3 months, i.e. the reporting period.

MONTHLY REPORTING

SUBRECIPIENT agrees to provide additional reports to COUNTY that inform policy, procedures and practices related to administration of the LEAD program.

SUBRECIPIENT will track and report the following program participant outcomes:

- Number of individuals screened for program eligibility
- Number of eligible participants that received an ASAM assessment and service plan

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 17 of 29

- Number of eligible participants that received one or more referrals to supportive services outside of the program
- Number of program participants that had a health related need met (physical health)
- Number of program participants that had a health related need met (mental health)
- Number of program participants that had a health related need met (substance use)
- Number of program participants that had a housing need met
- Number of program participants that accessed permanent housing
- Number of program participants that maintained permanent housing for 12 months, >12 months
- Number of program participants that had an employment need met
- Number of program participants that had a legal need met
- Number of program participants that successfully completed the program (definition of program completion TBD by LEAD partners)
- Demographic data, including race and ethnicity data, for individuals screened for program eligibility and program participants

SUBRECIPIENT and COUNTY will jointly agree on additional performance measures and the format of reporting.

COUNTY agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

Reports will be submitted electronically to:

Elizabeth White

Vahid Brown

EWhite@clackamas.us

VBrown@clackamas.us

MONTHLY FISCAL REPORT AND REIMBURSEMENT REQUEST

SUBRECIPIENT will submit monthly Fiscal Reports and Requests for Reimbursement referencing grant agreement number **21-021** and contract #**10046**.

1. Requests for reimbursement with required documentation (general ledger back-up with line item detail) shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2021.
2. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. This documentation should be readily available for review upon request or site visit by COUNTY, federal officials, and/or auditors.

Fiscal Report and Request for Reimbursement Report shall be submitted electronically to:

Stephanie Radford

Elizabeth White

Sradford@clackamas.us and EWhite@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

Central City Concern and Law Enforcement Diversion Program (LEAD)
 Subrecipient Grant Agreement – 21-021
 Page 18 of 29

**EXHIBIT F
 FINAL FINANCIAL REPORT**

PROJECT NAME: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD) Fund Source: Office of Justice Programs Grant Award (CFDA 16.838) Central City Concern	Agreement #: 21-021 Date of Submission: XX/XX/XX
Has Subrecipient submitted all requests for reimbursement? Yes / No	
Has Subrecipient met all programmatic closeout requirements? Yes / No	

Final Financial Report

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

Total Federal Funds authorized on this Agreement:	
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total County General Funds authorized on this Agreement:	
Total County General Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended County General Funds (Line 4 minus Line 5):	

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: _____

EXHIBIT G
REQUIRED FEDERAL AND STATE TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal and state requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Employment Eligibility Verification for Hiring Under the Award

1) SUBRECIPIENT must ---

- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, SUBRECIPIENT must properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- B. Notify all persons associated with SUBRECIPIENT who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), SUBRECIPIENT must maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2) **Monitoring:** COUNTY shall monitor the SUBRECIPIENT's compliance with this condition.

3) **Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4) **Rules of Construction**

- A. **Staff involved in the hiring process:** For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all SUBRECIPIENT officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- B. **Employment eligibility confirmation with E-Verify:** For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, SUBRECIPIENT may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of SUBRECIPIENT uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require SUBRECIPIENT at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve SUBRECIPIENT at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-VerifyEmployerAgent@dhs.gov.

2. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII).

SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79)

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 20 of 29

within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the SUBRECIPIENT, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.
 - A. **No Discrimination, in Procurement Transactions, Against Associates of the Federal Government.** Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – the SUBRECIPIENT shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
 - B. **Monitoring:** The COUNTY shall monitor the SUBRECIPIENT'S compliance with this condition.
 - C. **Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
 - D. **Rules of Construction**
 - 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 - 2) Nothing in this condition shall be understood to authorize or require the SUBRECIPIENT to violate any federal law, including any applicable civil rights or nondiscrimination law.
4. **Trafficking** (requirements pertaining to prohibited conduct related to trafficking in persons, including reporting requirements and OJP authority to terminate award).
 - SUBRECIPIENT must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of SUBRECIPIENT's, or individuals defined (for purposes of this condition) as "employees" of the SUBRECIPIENT.
 - The details of the SUBRECIPIENT's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
5. **Determination of suitability to interact with participating minors.**
 - This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.
 - SUBRECIPIENT must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 21 of 29

- The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
- 6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.**
- SUBRECIPIENT must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
 - Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
- 7. OJP Training Guiding Principles.** Any training or training materials SUBRECIPIENT develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.**
- SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
 - Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.
 - The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
- 11. Restrictions on "lobbying".**
- In general, as a matter of federal law, federal funds awarded by OJP may not be used by the SUBRECIPIENT, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
 - Another federal law generally prohibits federal funds awarded by OJP from being used by the SUBRECIPIENT, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.
 - Should any question arise as to whether a particular use of federal funds by the SUBRECIPIENT would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
- 12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020).** SUBRECIPIENT must comply with all applicable restrictions on the use of federal funds set out in

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 22 of 29

federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by SUBRECIPIENT would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

13. Reporting potential fraud, waste, and abuse, and similar misconduct.

- SUBRECIPIENT must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).
- Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

14. Restrictions and certifications regarding non-disclosure agreements and related matters.

- SUBRECIPIENT shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).

- SUBRECIPIENT must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- SUBRECIPIENT also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, SUBRECIPIENT is to contact the DOJ awarding agency (OJP) for guidance.

16. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages SUBRECIPIENT to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Copyright; Data rights.

- SUBRECIPIENT acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which the SUBRECIPIENT purchases ownership with Federal support.
- SUBRECIPIENT acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 23 of 29

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

18. **National origin discrimination includes discrimination on the basis of limited English proficiency (LEP).** To ensure compliance with Title VI and the Safe Streets Act, SUBRECIPIENT is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
19. **Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages** (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:
 - "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
 - The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
20. **Confidentiality of data.** SUBRECIPIENT must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. SUBRECIPIENT further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

EXHIBIT H
Clackamas County Children, Family and Community Connections
REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on program services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):
 - a) SUBRECIPIENT may not expend on the delivery of Services any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of Services.
 - b) If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
2. **Records Maintenance, Access and Confidentiality.**
 - a) **Access to Records and Facilities.** COUNTY, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Office of Justice Programs to perform site reviews of all services delivered by SUBRECIPIENT hereunder.
 - b) **Data Reporting.** All Individuals receiving Services with funds provided under this Agreement private information will be kept confidential.
3. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish information for semi-annual reports and quarterly reporting in the Performance Measurement Tool (PMT) system within the agreement. Information to COUNTY and the Department of Justice is delivered under this Agreement. SUBRECIPIENT shall prepare and furnish all additional information and reports that COUNTY or Department of Justice, Office of Justice Programs reasonably requests.
4. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:
 - a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations

These laws, regulations and executive orders are incorporated by reference herein to the extent they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.
5. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
6. SUBRECIPIENT shall only conduct transactions authorized by COUNTY for transactions with the Office of Justice Programs involving COUNTY funds directly related to this Agreement.

Central City Concern and Law Enforcement Diversion Program (LEAD)

Subrecipient Grant Agreement – 21-021

Page 25 of 29

7. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as specified in Exhibit I: Required Insurance.

**EXHIBIT I
REQUIRED INSURANCE**

During the term of this Agreement, SUBRECIPIENT shall maintain in full force at its own expense, each insurance noted below:

1. **Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. SUBRECIPIENT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.** **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the Agreement is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. **General Liability.** **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of **COUNTY and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. **Automobile Liability.** **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. **Physical Abuse and Molestation Liability.** **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 27 of 29

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.
10. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT 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 the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
12. **Certificates of Insurance.** SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. 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 ten (10) days prior to coverage expiration which references "Clackamas County Agreement 21-002" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

Stephanie Radford - sradford@clackamas.us

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 28 of 29

Clackamas County
112 11th St.
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages 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.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the Work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Children, Family and Community Connections Division, 112 11th St., Oregon City, OR 97045
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will 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, terminating the Agreement as permitted by the Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit a SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.

Central City Concern and Law Enforcement Diversion Program (LEAD)
Subrecipient Grant Agreement – 21-021
Page 29 of 29

April 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for a subrecipient grant award with Oregon Health and Science University (OSHU) for Partnership in an Institutional Review Board (IRB) study.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) acceptance for participation in an IRB focused study on opioid treatment in Criminal Justice System (CJS) involved adults.
Dollar Amount and Fiscal Impact	Oregon Health and Science University will potentially pay CHC up to a total of \$219,419 over a period of four years. No County General Funds are involved. No matching funds required.
Funding Source	Oregon Health and Science University (OSHU).
Duration	Effective upon signature and no expiration until study is concluded.
Previous Board Action	No Previous Board action.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	1. Not applicable 2. This is an approval to apply
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a subrecipient grant award.
Contact Person	Deborah Cockrell, Health Centers Division Director – 503-742-5495
Contract No.	10057

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval to apply for a subrecipient grant award with OHSU for the purpose of participating in an IRB study focused on opioid addictions.

The National Institutes of Health will award grants from the Justice Community Opioid Innovation Network (JCOIN) to support research on quality addiction treatment for

Healthy Families. Strong Communities.

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

www.clackamas.us

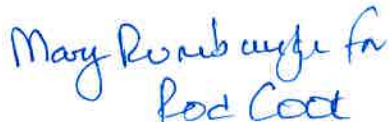
opioid use disorder (OUD) in criminal justice settings nationwide. OSHU will be part of the JCOIN network and sponsor CHC as a participant in this study. OSHU will be accessing CHC patients currently incarcerated with the Corrections Department.

The total amount of this subrecipient award is potentially up to \$219,419 over a period of four years. CHC's participation will be as a case-study partner providing data to OHSU. No County General Funds are involved. The agreement is effective May 1, 2021 through July 31, 2023.

RECOMMENDATION:

Staff recommends the Board approval and authorize the Director of Health, Housing and Human Services to sign.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mary Roubidge for Rod Cook". The signature is written in a cursive style.

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

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S-Health Centers Division

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: OHSU Subrecipient Commitment Form

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Dr. Andrew Suchocki

Requestor Contact Information: asuchocki@clackamas.us or 503-650-3932

Department Fiscal Representative: Sarah Jacobson: sjacobson@clackamas.us or 503-742-5303

Program Name or Number (please specify): MFR Program: 400502 - Primary Care Clinics

Brief Description of Project:

Participate through a sub-recipient agreement in a study of long-acting buprenorphine vs. naltrexone opioid treatments in Criminal Justice System (CJS) involved adults.

Name of Funding Agency: OHSU

Agency's Web Address for funding agency Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone

4/1/2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: N/A

N/A

Funding Agency Award Notification Date: N/A

N/A

Announcement Date: N/A

N/A

Announcement/Opportunity #: OHSU PPQ# 1013969

OHSU PPQ# 1013969

Grant Category/Title: N/A

N/A

Max Award Value: up to 219,419

up to 219,419

Allows Indirect/Rate: Yes

Yes

Match Requirement: N/A

N/A

Application Deadline: 4/22/2021

4/22/2021

Other Deadlines: N/A

N/A

Award Start Date: 5/1/2021

5/1/2021

Other Deadline Description: N/A

N/A

Award End Date: 7/31/2023

7/31/2023

Program Income Requirement: N/A

N/A

Completed By: Jennifer Stone

Jennifer Stone

Pre-Application Meeting Schedule: N/A

N/A

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

Mission/Purpose:

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

This grant supports our goal of providing treatment to vulnerable populations that are working to exit the criminal justice systems.

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

None, Health Center's is able to provide the necessary treatment and already has a good partnership with community corrections.

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

Clackamas Health Centers (CHC) is dedicated to improving the care of its justice-involved patients and the coordination of persons with opioid use disorder (OUD) who are involved with our county's correction system. We hope to improve how we recommend treatment options for patients who desire a monthly injectable medication treatment.

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

Yes this does fund the existing Primary Care Clinics MFR program.

Organizational Capacity:

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

Yes, Health Center's already possesses the necessary staff to provide the needed services.

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

We are partnering with OHSU as they are the designated coordinators for this grant in our region. In addition, CHC staff is working closely with Clackamas County Jail and Community Corrections staff. While community corrections is part of CHC's umbrella, the jail is not.

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

We already offer MAT for some justice-involved clients, and this would only build on existing capacity.

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

This funding would not create a new program. While the specific study would not continue Health Center's would continue to see community corrections clients and bill when appropriate.

Collaboration

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

Community Corrections

Reporting Requirements

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

We will provide any information about clinical care metrics to OHSU staff from the Epic electronic health record system, or any other database we are requested to use.

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

Performance will be based on specific clinical care metrics. The metrics information will come from our electronic health record, EPIC. The EPIC system is maintained and housed by OCHIN.

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

Annual financial reporting to OHSU.

Fiscal

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

We will realize more benefit than cost. Much of the cost incurred by these services are already budget for and will be covered by this grant.

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

No other revenue sources are required.

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

N/A

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

This grant will help to fund some administrative support for specific employees that may be scheduling and assisting clients with their visits.

Program Approval:

Andrew Suchocki

04/06/2021

Andrew Suchocki

Digitally signed by Andrew Suchocki
Date: 2021.04.06 09:05:46 -07'00'

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	04/06/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.04.06 09:41:07 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	4/13/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.04.13 16:45:13 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.14.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.04.14 10:12:50 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
N/A	4/1/2021	
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.33B.)

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

April 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #18 and #19 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #18 amends exhibit J to add the federal award information datasheet as set forth in Attachment A. Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271.
Dollar Amount and Fiscal Impact	Contract is increased by \$6,093,870. Bringing the contract maximum value to \$19,499,741.00
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective March 1, 2021 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8, October 22, 2020, Agenda item 102220-A1, January 14, 2021, Agenda item 011421-A3, January 28, 2021, Agenda item 012821-A8, February 25, 2021, Agenda item-A6
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on Amd #18 March 23, 2021 KR – AMD #19 – April 5, 20231 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.	9329-18 and 9329-19

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #18 amends exhibit J to add the federal award information datasheet as set forth in Attachment A and Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-

Page 2 Staff Report
April 29, 2021
Agreement #9329-18 and #9329-19

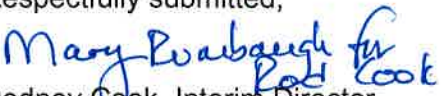
OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271. Contract is increased by \$6,093,870. Bringing the contract maximum value to \$19,499,741.00

This contract is effective March 1, 2021 and continues through June 30, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment.

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9329	Division:	PH
Board Order #:		Contact:	Weber, Jeanne
		Program Contact:	Swift, Rich
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	18 \$ \$0.00
		<input checked="" type="checkbox"/> Procurement Verified	
		<input checked="" type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$13,405,871.00

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 2/1/2021 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Kathleen Rastetter Date Approved: Tuesday, March 23, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

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

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-Oregon Health Authority _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

**CONTRACT/AGREEMENT: 2019-2021 Local Public Health Authority Agreement
for Public Health Services.**

Amendment #18 amends exhibit J to add the federal award information
datasheet as set forth in Attachment A.

H3S CONTRACT NUMBER: 9329 _____

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9329	Division:	PH
Board Order #:		Contact:	Weber, Jeanne
		Program Contact:	Swift, Rich
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	19 \$ \$6,093,870.00
		<input checked="" type="checkbox"/> Procurement Verified	
		<input checked="" type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$19,499,741.00

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Friday, April 2, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-Oregon Health Authority

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: 2019-2021 Local Public Health Authority Agreement for Public Health Services.

Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271. Bringing the maximum contract value to \$19,499,741.00.

H3S CONTRACT NUMBER: 9329

Agreement #159803



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 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 Eighteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (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.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. This Amendment is effective on the February 1, 2021, regardless of the date of signature.
2. Exhibit J of the Amended and Restated 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 A, 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. The parties expressly ratify the Agreement as herein amended.
7. 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.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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

8. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

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

PE07 HIV Prevention Services

Federal Award Identification Number:	State Funds	NU62PS924543	NU62PS924543
Federal Award Date:		3/19/2020	12/17/2020
Performance Period:		01/01/2020-12/31/2020	01/01/21
Awarding Agency:		CDC	CDC
CDFA Number:		93.940	93.944
CFDFA Name:		HIV Prevention Activities,	Integrated HIV
Total Federal Award:		\$2,500,170	\$2,500,170
Project Description:		Integrated HIV Prevention	Integrated HIV
Awarding Official:		Arthur Lusby	Nelson Colon-Cartagena
Indirect Cost Rate:		17.86%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	53313	53275	53283
Index:	50403	50403	50403

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Clackamas	096992656	\$49,096.00	\$39,233.00	\$39,233.00	\$127,562.00



Agreement #159803

**NINETEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 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 Nineteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (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.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) 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 the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health (SSPH)" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated 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 C, attached hereto and incorporated herein by this reference.
5. 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.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. 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.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description(s)

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. This program is also in service to the Oregon Health Authority strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and

education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b) Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c) Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(3) Case Investigation and Contact Tracing

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

(4) Isolation and quarantine

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(6) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

LPHA must:

- (a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
 - (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).
 - (c) Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
 - (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
 - (e) Plan, and implement vaccination activities with organizations including but not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations
 - (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.** Provide monthly reporting to OHA on COVID-19 vaccine activities.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B
Financial Assistance Award (FY21)**

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 Monday, March 1, 2021	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$2,799,435.00	\$2,799,435.00
PE01-07	ELC ED Contact Tracing	\$1,655,709.00	\$1,655,709.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$4,757,197.00
PE01-10	OIP - CARES	\$0.00	\$1,265,402.00
PE02	Cities Readiness Initiative	\$35,546.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$177,386.00	\$177,386.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$275,286.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$191,491.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-02	WIC NSA: October - June	\$579,475.00	\$0.00	\$579,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES Flu	\$108,767.00	\$0.00	\$108,767.00
PE44-01	SBHC Base	\$300,000.00	\$71,271.00	\$371,271.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$123,545.00	\$0.00	\$123,545.00
		\$8,192,844.00	\$6,093,870.00	\$14,286,714.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5) Foot Notes:	
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-04	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-05	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE01-09	Funds are available 01/15/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts
PE40-02	-
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)
PE40-03	SFY2021 Q1 reconciliation for underspending
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5) Foot Notes:	
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
6) Comments:	
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88; 10/2020 Rollover add FY20 unspent funds of \$14,116.83 to FY21; Case Investigation FFS through 8/31/20 \$695,753.80
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.
PE01-08	1/2021: add award for wrap client direct services
PE01-09	SFY21: COVID Award
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21
PE12	08/2020: Amending to revise PE12 language
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

6) Comments:	
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed 11/2020: Spend \$115,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed; Previous comment void and replaced by this one
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020
PE44-01	3/2021: increase award
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21

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

PE01-04 COVID19 Response

Federal Award Identification Number:	N/A
Federal Award Date:	3/1/2020
Performance Period:	3/27/2020-12/30/2021
Awarding Agency:	CARES Act
CDFA Number:	21.019
CFDFA Name:	CARES Act
Total Federal Award:	\$94,200,000
Project Description:	CARES Act
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	50255
Index:	50109

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$0.00	\$0.00

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A
Federal Award Date:	3/1/20	3/1/20
Performance Period:	3/27/2020-12/30/2021	3/27/2020-12/30/2021
Awarding Agency:	CARES Act	CARES Act
CDFA Number:	21.019	21.019
CFDFA Name:	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act
Awarding Official:	N/A	N/A
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	50248	50251
Index:	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total:
Clackamas	096992656	\$ 2,799,435.00		\$2,799,435.00

PE01-09 COVID-19 Active Monitoring - ELC

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/2021
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:	53703
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$4,757,197.00	\$4,757,197.00

PE01-10 OIP - CARES

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	01/15/2021
Performance Period:	7/1/2019-6/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,110,851.00
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
PCA:	53120
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$1,265,402.00	\$1,265,402.00

PE07 HIV Prevention Services

Federal Award Identification Number:	State Funds	NU62PS924543	NU62PS924543
Federal Award Date:		3/19/2020	12/17/2020
Performance Period:		01/01/2020-12/31/2020	01/01/2021-12/31/2021
Awarding Agency:		CDC	CDC
CDFA Number:		93.940	93.944
CFDFA Name:		HIV Prevention Activities,	Integrated HIV
Total Federal Award:		\$2,500,170	\$2,500,170
Project Description:		Integrated HIV Prevention	Integrated HIV
Awarding Official:		Arthur Lusby	Nelson Colon-Cartagena
Indirect Cost Rate:		17.86%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	53313	53275	53283
Index:	50403	50403	50403

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Clackamas	096992656	\$49,096.00	\$39,233.00	\$39,233.00	\$127,562.00

April 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement with Health Share of Oregon
for the Help Me Grow Program (HMG)

Purpose/Outcomes	HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children’s health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$80,000
Funding Source	Funding through Health Share of Oregon; no county general funds are involved.
Duration	Effective upon signature and terminates on December 31, 2021
Previous Board Action	No previously Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on March 30, 2021 AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a Grant
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10039

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Grant Agreement with Health Share of Oregon for the Help Me Grow Program (HMG)

HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants

Page 2 Staff Report
April 29, 2021
Agreement #10039

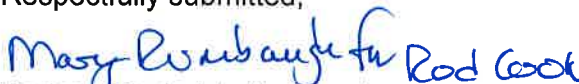
of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children's health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

This contract is effective upon signature and continues through December 31, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment.

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10039	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: La Croix, Kim	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, April 29, 2021

CONTRACT WITH: Health Share of Oregon

CONTRACT AMOUNT: \$80,000.00

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 12/31/2021 - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

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

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Andrew Naylor _____ Date Approved: Tuesday, March 30, 2021
OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

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

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Health Share of Oregon _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 4/29/2021

PURPOSE OF

CONTRACT/AGREEMENT: In collaboration with Health Share of Oregon, Regional HMG, and leadership at CCCC, Public Health/APHP will provide the following: Contract oversight, administration, and technical assistance, Continuity and system alignment, Resource maintenance and community outreach, Quality improvement, Partnership development and stakeholder engagement, Equity and trauma-

H3S CONTRACT NUMBER: 10039

GRANT AGREEMENT

CC Agreement #10039

This Grant Agreement (“**Agreement**”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) and Clackamas County Health, Housing and Human Services Department, H3S/Clackamas County Public Health Division, CCPHD, (“**Grantee**”) is entered into on the date of the Agreement’s full execution and is effective as of January 1, 2021 (the “**Effective Date**”).

RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Grantee’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “**Statement of Work**”).
- D. Grantee has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “**Budget**”).

AGREEMENT

1. Grant Award.

- 1.1 Amount. Health Share awards a grant in the amount of \$80,000 (Eighty Thousand Dollars and Zero Cents) to Grantee, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing. To receive grant funds, Grantee must prepare and submit monthly or quarterly invoices to Health Share that document the actual expenses Grantee has incurred during the preceding month or quarter in Grantee’s performance of the activities described in the Statement of Work. Grantee must submit Grantee’s invoice no later than thirty (30) calendar days from the end of the month for which Grantee is seeking reimbursement. Invoices must reflect spending detail within each of the Budget categories and include the designated project code referenced in the Budget. Invoices must be submitted to one of the following addresses:

vendorinvoice@healthshareoregon.org

OR

Health Share of Oregon
Attn: Finance Department
2121 SW Broadway, Suite 200

- 1.3 **Payment.** Health Share will disburse grant funds to reimburse Grantee for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Grantee's continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Grantee has submitted the invoice in accordance with this Section 1.3 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Grantee in the performance of the activities described in the Statement of Work.

2. **Use of Grant Funds.**

- 2.1 **Required Use.** Grantee will use the grant funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Grantee will use the grant funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the grant funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Grantee spends the funds.
- 2.2 **Prohibited Use.** Grantee will not use any portion of the grant funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Grantee will repay, on demand, to Health Share any portion of the grant funds that is not spent in accordance with this Agreement, including the requirement that all grant fund be spent for charitable purposes within the meaning of Code Section 501(c)(3).

3. **Reporting and Recordkeeping.**

- 3.1 **Required Reports.** Grantee will, at a minimum, provide annual written reports to Health Share as to the expenditure of the grant funds, covering both the substance of Grantee's activities funded with the grant award and Grantee's financial administration of the grant, as well as a final report that details all expenditures of the grant funds and the progress made towards the grant's goals, including Grantee's progress toward any benchmarks established in the Statement of Work. Grantee's annual reports is due no later than sixty (60) days from the end of Grantee's tax year and Grantee's final report is due within sixty (60) days from the date that the grant funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Grantee's annual and final reports and impose additional reporting requirements.
- 3.2 **Separate Accounting.** Grantee will maintain Grantee's books so as to show the grant fund separately and will keep adequate records to substantiate all expenditures of the grant funds. Grantee will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Grantee's use of the grant funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Grantee's expenditures of this grant and Grantee will cooperate with any such audit.

- 3.3 **Additional Information.** Grantee will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share’s responsibility for supervising Grantee’s expenditure of the grant funds.
- 3.4 **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be 12/31/2021.
- 3.5 **Acknowledgement of Health Share.** Grantee will acknowledge Health Share in any announcement or publication Grantee makes regarding the grant or Grantee’s grant-funded activities; provided, however, that Grantee will submit such materials in advance to Health Share, for review and revision in Health Share’s sole discretion.

4. **Changes in Control.**

- 4.1 **Corporate Changes.** Grantee will notify Health Share within thirty (30) days of any significant changes to Grantee’s corporate legal or tax status.
- 4.2 **Personnel Changes.** If requested, Grantee will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. **Miscellaneous.**

- 5.1 **Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:

Health Share of Oregon
 Attn: Peg King
 kingp@healthshareoregon.org
 2121 SW Broadway, Suite 200
 Portland, Oregon 97201

Clackamas County

Clackamas County Health, Housing and
 Human Services Department, H3S/CCPHD
 Attn: Jeanne Weber
 Jweber2@clackamas.us
 2051 Kaen Road
 Oregon City, Oregon 97045

- 5.2 **Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the “**Standard Terms and Conditions**”) and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

[signature page follows]

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

HEALTH SHARE OF OREGON, an Oregon nonprofit corporation

Date Signed

Name:

Title:

CLACKAMAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, H3S/CCPHD

Date Signed

Tootie Smith, Board Chair:

Title:

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENTS

1. **Termination.** This Agreement may be terminated:
 - a. By Health Share and Grantee, by mutual written agreement, at any time.
 - b. By Health Share, in the event that Grantee breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Grantee must hold in order to engage in the activities described in the Statement of Work.
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of grant funds to Grantee and Grantee will return any unexpended grant funds; provided, however, that Health Share will reimburse Grantee for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Grantee's obligation to repay to Health Share any portion of the grant funds that is not spent in accordance with this Agreement.
3. **Remedies.** In the event that Grantee breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Grantee's remedy will be limited to termination of the Agreement and the receipt of any outstanding grant funds that Grantee is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Grantee.
4. **No Third Party Beneficiaries.** Health Share and Grantee are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
5. **Intellectual Property.** As between Health Share and Grantee, all work product that results or arises from Grantee's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Grantee Work Product**"), will be solely owned by Grantee, **provided however**, Grantee grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Grantee agrees to make, and makes, such Grantee Work Product available to third parties under the same or similar license terms.
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Grantee will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Grantee will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a

manner to clearly document Grantee's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Grantee acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Grantee's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Grantee's performance of the activities described in the Statement of Work. Grantee will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the grant or termination of this Agreement, whichever is later;
- b. For clinical records, seven (7) years following the date of service;
- c. The retention period specified in this Agreement for certain kinds of records;
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Grantee will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Grantee's activities described in the Statement of Work require Grantee 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 Grantee access to such OHA Information Assets or Network and Information Systems, Grantee will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**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.
9. **Compliance with Applicable Law.** Grantee will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper

(as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Grantee will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or Grantee's officers, employees, subgrantees or agents under this Agreement. Grantee will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Grantee nor any attorney engaged by Grantee will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Grantee settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Grantee will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work. Proof of self insurance with the above coverages shall satisfy this provision.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will 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, any "claim") between Health Share and Grantee that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses. Grantee will include a provision in each sub-agreement requiring subgrantees to comply with the requirements of this clause.

17. Representations and Warranties.

- a. Grantee represents and warrants to Health Share that:
 - i. Grantee has the power and authority to enter into and perform this Agreement;
 - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Grantee enforceable in accordance with this Agreement's terms;
 - iii. Grantee has the skill and knowledge possessed by well-informed members of Grantee's industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;
 - iv. Grantee will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
 - v. Grantee prepared Grantee's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

18. Independent Status of Grantee.

- a. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Grantee under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee from engaging in the activities described in the Statement of Work. If funds granted to Grantee under this Agreement are charged against federal funds, Grantee certifies that Grantee is not currently employed by the federal government.
- c. Grantee is responsible for all federal and State taxes applicable to compensation paid to Grantee under this Agreement and Health Share will not withhold from the grant funds any amounts to cover Grantee's federal or State tax obligations. Grantee is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Grantee under this Agreement, except as a self-employed individual.
- d. Grantee's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Grantee and Health Share. Grantee is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

19. Record Confidentiality. Grantee agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

20. Assignment. Grantee will not assign or transfer Grantee's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of

interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Subgrants.** Grantee will not subgrant any portion of the grant funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Grantee's subgranting all or any portion of the grant funds to a third party, the following conditions will apply:
 - i.** Grantee will remain responsible for all obligations under this Agreement;
 - ii.** Grantee will include all requirements of this Agreement in each subgrant, and will be responsible for the performance of Grantee's subgrantees; and
 - iii.** Grantee will supply Health Share with a copy of each subgrant upon request.
 - b.** Health Share by this Agreement incurs no liability to third persons for payment of any grant funds provided under this Agreement to Grantee.

- 22. Informal Dispute Resolution.** The parties will use the following procedure if Grantee has complaints or concerns regarding this Agreement:
- a.** Grantee may contact Health Share to informally discuss Grantee's complaints or concerns.
 - b.** If the matter remains unresolved after the informal discussion, Grantee may submit a letter or other documentation to:

Health Share of Oregon
Attn: Chief Executive Officer
2121 SW Broadway, Suite 200
Portland, Oregon 97201

setting forth Grantee's complaints or concerns. Within ten (10) business days of receiving Grantee's letter, Health Share will contact Grantee and attempt to resolve the matter.

- c.** If the matter remains unresolved, Grantee may submit a letter or other documentation to the CEO setting forth Grantee's complaints or concerns. The CEO or the CEO's designee will contact Grantee promptly and attempt to resolve the matter.
 - d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
 - e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

Exhibit A Statement of Work

1. Introduction

- Background

The Clackamas County Access to Preventive Health Program (APHP) is part of the Public Health Division within the Health, Housing & Human Services Department. APHP services are largely focused on improving maternal, child, and family health, and are a hybrid of direct care (e.g., WIC, breastfeeding support, nurse home visiting) and policy, system, and environmental change strategies (e.g., strengthening access to reproductive health care and immunizations).

In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. Clackamas County HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children’s health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a “centralized access point” (known throughout as “Regional HMG,” which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC’s regional coordination activities.

The rationale for funding HMG in Clackamas County is that the funds will be used to pay for a cross-systems HMG team [HMG Liaison (known throughout as “Liaison”), Liaison Manager, Data Entry Specialist, and Strategic Communications Specialist and Strategic Communications Director] at the Clackamas County Children’s Commission (CCCC). The HMG team will provide capacity to actualize the long-term vision for HMG in Clackamas County and collaborate on the system changes that are necessary to implement the PCOC in the tri-county region.

2. Scope of Work

2.1. Contract oversight, administration, and technical assistance

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and leadership at CCCC, Public Health/APHP will provide contract oversight, administration, and technical assistance for the implementation of HMG in Clackamas County.
- Contract oversight, administration, and technical assistance activities include, but are not limited, to the following components:
 - Budget monitoring
 - Monitoring and evaluating progress reports from CCCC (see section 4 below)
 - Frequent communication with Health Share, Regional HMG, and HMG team (e.g.,

- meetings and ongoing HMG updates)
- Consultation and technical support from Public Health/APHP on various topics/issues/challenges/barriers
- Ensuring there is adequate staffing to operate HMG (i.e., consistent FTE is committed to HMG)

2.2. Continuity and system alignment

- Goal: In collaboration with Health Share of Oregon, Regional HMG, leadership at CCCC, and the Early Learning Hub, Public Health/APHP will ensure that HMG aligns with other maternal, child, and family health and early learning systems.
- Continuity and system alignment activities include, but are not limited, the following components:
 - In partnership with Public Health/APHP and other early learning partners, the Liaison and Liaison Manager will:
 - Act as the link between Clackamas County-operated maternal, child, and family health and well-being services, community-based organizations, and Regional HMG
 - Will actively contribute to the development of a coordinated PCOC, both within Clackamas County and the tri-county region
 - Will work to align HMG with Connect Oregon/Unite Us
 - Will work to align HMG with Home Visiting programs
 - Will work to align HMG with existing screening and referrals systems

2.3. Resource maintenance and community outreach

- Goal: In collaboration with Health Share of Oregon, Regional HMG, leadership at CCCC, and the Early Learning Hub, Public Health/APHP will ensure the HMG team promotes HMG as a system to support community partners and Clackamas County families.
- Resource maintenance and community outreach include, but are not limited, the following components:
 - In partnership with Public Health/APHP and other early learning partners, the HMG team will:
 - Regularly enter new resources and validate existing resources in the Regional HMG resource database
 - When possible, conduct prenatal and early childhood program eligibility determinations and program enrollment, as well as coordination and integration of local referral and resource supports
 - Promote young child development, screening and referral processes throughout the community, with specific emphasis on cultural outreach/partnering with culturally-specific agencies and communities of color
 - Conduct outreach related to increasing developmental awareness for families and promotion of HMG. Outreach can be conducted virtually (e.g., texting, website, social media) or in-person (following all COVID-19 requirements)
 - Present information related to developmental knowledge and screening/referral practices. This information will be consistent with Regional HMG messaging

2.4. Quality improvement

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and CCCC, Public Health/APHP will engage in continuous quality improvement in order to strengthen the infrastructure for local prenatal and early childhood services.
- Quality improvement activities include, but are not limited, the following components:
 - Public Health/APHP will ensure the HMG team is regularly identifying, documenting, and communicating gaps in the service array
 - In partnership with Public Health/APHP, the HMG team will share lessons learned and

implementation updates with Health Share of Oregon, Regional HMG, leadership at CCCC, the Early Learning Hub, and members of the PCOC

- Public Health/APHP will ensure CCCC is implementing findings from quality improvement activities

2.5. Partnership development and stakeholder engagement

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the PCOC members, the Early Learning Hub, and CCCC, Public Health/APHP will enhance existing partnerships, develop new partnerships, and engage stakeholders in Clackamas County HMG.
- Partnership development and stakeholder engagement activities include, but are not limited, the following components:
 - Public Health/APHP will work with CCCC to regularly engage with service providers, parents, the Clackamas County Early Childhood Committee, and the Early Learning Hub to obtain their feedback on HMG
 - In partnership with Public Health/APHP, CCCC/the HMG team will contribute to a local service array gap analysis

2.6. Equity and trauma-informed practices

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the PCOC members, the Early Learning Hub, and CCCC, Public Health/APHP will develop and implement strategies that are grounded in racial and health equity and trauma-informed practices.
- Equity and trauma-informed practice activities include, but are not limited, the following components:
 - Public Health/APHP will work with partners to find, understand, and eliminate disparities in racial and health outcomes (and conditions that influence them) (see section 3 for additional details)
 - Public Health/APHP will ensure that HMG services are trauma-informed, focus on the most vulnerable groups that face the most or greatest challenges, and that resources and power are allocated where they are most-needed (see section 3 for additional details)
 - Public Health/APHP will work with partners to examine the multiple barriers that families experience when they access and engage in prenatal and early childhood services, supports, and resources.

3. Equity and Community Engagement

● Health Equity

Clackamas County affirms the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at-large. In 2012, the Clackamas County Board of Commissioners approved a Resolution Valuing Diversity. In this resolution, they affirmed support for the formation of the employee-led Equity, Diversity and Inclusion Council (EDIC) and the community-based Leaders for Equity, Diversity and Inclusion Council (LEDIC). These advisory councils dedicate volunteer hours to creating, implementing, and advising on equity, diversity and inclusion programming and policy across the county. In 2020, the Clackamas County Board of County Commissioners passed a Resolution Condemning Violence and Racism Directed at Black, African Americans and all People of Color. Also in 2020, the Board of County Commissioners formed the Office of Equity and Inclusion, the first ever in Clackamas County.

Building off the foundational work from Clackamas County, Public Health/APHP has developed a comprehensive health equity strategy, which includes:

- Analyzing maternal, child, and family health data by race and ethnicity;
- Identifying and influencing institutional policies and practices that limit opportunities;
- Committing internal resources to assess and address health and racial equity goals;
- Working alongside of our community to build on strengths, leverage resources, and take

- action;
 - Providing equitable and transparent access to organizational decision-making and resource allocation;
 - Offering programs and services that are relevant to Clackamas County residents and businesses no matter where they live; and
 - Building a workforce that reflects the racial and ethnic diversity of the community and meets the needs of Clackamas County residents.
- Public Health/APHP acknowledges the current health and social service system does not meet the needs of families, or organizations that serve families, because of multiple factors, including:
 - The burden of navigating systems is placed on families and providers;
 - Families must endure numerous screenings and eligibility checks;
 - Lack of access to underserved populations data for planning and evaluation, and
 -
 - Information-sharing between service providers is limited.

The implementation of HMG in Clackamas County will advance health equity because, at its core, HMG is a “network of community resources [that] works like a power grid. When the grid functions well, families can plug-in to an organized flow of resources and easily access the ones they need.” HMG addresses the health disparities that manifest when families cannot access critical health care and social services, and Public Health/APHP are committed to leveraging HMG to advance health equity for our residents (see sections 2.6 and 3.2 for specific strategies and metrics).

- Health Disparities
 - Families benefit, and the prevalence of health disparities lessen, when families engage with effective health and social service systems. Clackamas County HMG will reduce health disparities because the HMG system strengthens the links between children’s health and early learning systems, and maintains consistent, robust, and replicable screening and referral processes. This systems includes linking parents to culturally specific community-based services. Because Clackamas County HMG is a broad system change, the focus of data collection and tracking is on process metrics, and less on individual health outcomes.
 - As outlined in section 2. (Scope of Work), the activities of HMG include the following: (1) contract oversight, administration, and technical assistance; (2) continuity and system alignment; (3) resource maintenance and community outreach; (4) quality improvement; (5) partnership development and stakeholder engagement; and (6) equity and trauma-informed practices. Metrics that are related to the above activities, and can demonstrate impact on the systems that reduce the prevalence of health disparities include, but are not limited, to the following:
 - # of local outreach activities to agencies representing communities of color
 - # of culturally-specific agencies that are in the regional HMG database
 - # of successful connections (referrals) for families
 - Quantitative assessment of the # of self-identified goals that a family achieves
 - Qualitative assessment of the strength of relationships (responsiveness with referrals, requests for partnership, etc) with culturally-specific agencies and population-specific early learning systems (e.g., Clackamas County ESD)
 - Qualitative feedback from Regional HMG annual parent survey, focusing specifically on assessment of trust and relationship-building with hard-to-reach communities and communities of color
 - Demographic background of HMG participants

Public Health/APHP will collect and/or assess the above metrics from CCCC and Regional HMG. When available, all data will be stratified by County. See sections 4 and 5 for specific details.

- Community Engagement
 - Clackamas County HMG is the result of an extensive, multi-stage stakeholder engagement/family journey process that was led by Health Share of Oregon, in addition to the community needs that have been assessed and highlighted in the regional Healthy Columbia Willamette Collaborative, Community Health Needs Assessment and the Blueprint for a Healthy Clackamas County, Community Health Improvement Plan. Community input has been essential to the development and continuous quality improvement of HMG.
 - The results of HMG will be reported back to the service providers and families that utilize the system by leveraging the robust stakeholder network that HMG is connected to, including: All: Ready; the Early Learning Hubs; the Clackamas County Public Health Advisory Committee; the PCOC partners; Regional HMG; and the Parent Policy Council and the Advisory Council at CCCC.

4. Deliverables and Timeline

Description	Due Date
Public Health/APHP will summarize and share CCCC’s quarterly progress report findings with Regional Help Me Grow	April 30, 2021 July 30, 2021 October 29, 2021 February 11, 2022
Public Health/APHP will submit an annual progress summary report to Health Share of Oregon and Regional Help Me Grow	December 31, 2021
Public Health/APHP will produce an annual local service array gap analysis (work will intersect with the regional resource database contributions from the Liaison)	December 31, 2021

5. Metrics and Reporting

5.1. Metrics (see Exhibit C for CCCC progress report template)

Meetings

Deliverables: Attendance and participation at monthly operations meeting, monthly regional Liaison meeting, quarterly county strategy meeting

Accountability Check: Participation report and follow-up tasks distributed to all stakeholders quarterly

Process	Responsible	Due Date
Monthly operations meeting <ul style="list-style-type: none"> • Agenda: review the previous month's outputs - presentations and outreach completed, gaps identified and filled, resources validated. • 30 minute meeting to review work of previous month 	Liaison Liaison Manager HMG-Regional	Held between 12-17 th of each month
Monthly regional liaison meeting <ul style="list-style-type: none"> • Agenda: county updates, regional news, upcoming priorities. 	Liaison Liaison Manager HMG-Regional	4 th Monday of each month, 3- 4pm

<ul style="list-style-type: none"> Hour meeting to share new developments across region and connect with regional HMG staff 		
Quarterly county strategy meeting <ul style="list-style-type: none"> Agenda: review of quarterly Liaison outputs through regional lens, establish the next quarter's presentation and outreach targets for Liaisons, gaps to be filled. Hour meeting to review data and collaboratively set priorities for the coming quarter 	HMG team HMG-Regional Health Share APHP staff	Quarterly

Promoting Help Me Grow as a system to support community partners

Deliverable: Conduct at least two outreach activities per week (24 per quarter)

- 1) 50% of activities are with organizations that are culturally-specific and/or represent communities of color
- 2) 25% of activities are with general audiences
- 3) 25% of the activities are with HMG partner organizations

Accountability: Number and percent of outreach activities will be reviewed in the monthly operations meeting

Process	Responsible	Due Date
Details on each outreach activity will be recorded in HMG database (please reference HMG Liaison Handbook for data entry instructions)	Data Entry Specialist	End of each month
Report of the previous month's activities to all stakeholders for discussion at the monthly operations meeting	HMG-Regional	3rd of each month

Resource database: Entering new resources

Deliverable:

- Gaps in services for young children and families will be identified. Categories with fewer than 5 resources will be considered a gap to be filled.
- At least 3 resources added to the database to fill the need
- # of culturally-specific agencies that are in the regional HMG database (by County)

Accountability: In the monthly operations meeting, new resources added to the database are reviewed, and gaps prioritized for the next month

Process	Responsible	Due Date
Identify gaps in local community resources by reviewing "service area" and "resource categories" in the HMG resource database.	HMG-Regional	1 st of each month
Identify services to meet the prioritized gap for each month. Enter the organizations that provide those services into the HMG database. Details included are, but are not limited to, service delivery logistics, cultural specificity, and languages spoken by staff. (Please see the HMG Liaison Handbook for a full outline of required organizational fields)	Liaison Data Entry Specialist	End of each month
Report of the previous month's resources sent to all stakeholders for discussion at the monthly operations meeting	HMG-Regional	3rd of each month

Resource database: Validate existing resources

Deliverable: Existing resources in the HMG database are validated for accuracy monthly

Accountability: In the monthly operations meeting, the team will review county-specific lists with the dates the information was validated

Process	Responsible	Due Date
Review county-specific community resources in the HMG resource database. Ensure the details on services are correct and current. Enter the date of validation for each organization.	Liaison Liaison Manger Data Entry Specialist	End of each month
Report of records validated sent to all stakeholders	HMG-Regional	3rd of each month

System Effectiveness

Deliverable: Quarterly report of relevant metrics

Accountability: In the quarterly county strategy meeting, the team will review the system effectiveness metrics

Process	Responsible	Due Date
Review the number of successful connections (referrals) for families	HMG-Regional	Beginning of each quarter
Conduct a quantitative assessment of the number of self-identified goals that a family achieves	HMG-Regional	Beginning of each quarter
Conduct a qualitative assessment of the strength of relationships (responsiveness with referrals, requests for partnership, etc) with culturally-specific agencies and population-specific early learning systems		Beginning of each quarter
Summarize qualitative feedback from Regional HMG annual parent survey, focusing specifically on assessment of trust and relationship-building with hard-to-reach communities and communities of color	HMG-Regional	Beginning of each quarter
Review demographic background of HMG participants	HMG-Regional	Beginning of each quarter
Review county-specific HMG system improvement activities	APHP staff	Beginning of each quarter

5.2. Reporting Schedule

Reporting Period	Report Due
January – March 2021	April 15, 2021
April – June 2021	July 15, 2021
July – September 2021	October 15, 2021
October – December 2021	January 15, 2021

Exhibit B
Budget

Clackamas County Health, Housing and Human Services Department

Project Name: Help Me Grow

Grant Amount: 80,000

Funding Period: January 1, 2021-December 31, 2021

Health Share Project Code: 360085

Consultants + Contracted Services	Description/Purpose	Amount
Clackamas County Children's Commission (CCCC)	Subcontract is for CCCC to operate Help Me Grow. Funds will be used to pay for a cross-systems Help Me Grow team that includes a: (1) Liaison (10%; \$5,968.09), (2) Liaison Manager (10%; \$9,071.02), (3) Data Entry Specialist (10%; \$5,290.09), (4) Strategic Communications Specialist (45%; \$38,883.92), and (5) Strategic Communications Director (10%; \$10,274.38). Total personnel = \$69,487 Total materials and supplies (printing and mailing HMG materials, social media) = \$2,513	\$72,000
Subtotal		72,000.00

Indirect + Administrative Expenses	Description/Purpose	Amount
Clackamas County Public Health	Contract oversight, administration, and technical assistance (10% of \$80,000)	8,000.00
Subtotal		8,000.00

TOTAL GRANT AMOUNT \$ 80,000.00

Exhibit C
Progress Report Template

Help Me Grow Progress Report

Agency: Clackamas County Children's Commission

Reporting Period:

Submitted by:

Program Reporting

Please report on the following that was achieved during the reporting period:

1. Attendance and participation at the monthly Help Me Grow (HMG) operations meeting and the monthly regional HMG Liaison meeting.
 - a. What meeting follow-up tasks were achieved during the quarter?
2. Number of total HMG outreach activities? Activities can include, but are not limited, to presentations about HMG, information/resource circulation, and marketing of partner organization's services. (Expectation is to do a minimum of 24 activities per quarter; activities can include texting, social media, and/or online communications)
 - a. How many activities were with organizations that are culturally-specific and/or represent communities of color? (Expectation is that 50% of activities will be with organizations that are culturally-specific and/or represent communities of color)
 - b. How many activities were with general audiences? (Expectation is that 25% of activities will be with general audiences)
 - c. How many activities were with HMG partner organizations? (Expectation is that 25% of activities will be with HMG partner organizations)
3. List the name and/or number of new resources that were entered in the regional HMG database.
4. On a monthly basis, each county-specific community resource needs to be validated for accuracy and updated in the HMG regional database.
 - a. How many total resources changed over the reporting period?
 - b. How did you verify the accuracy of each resource (i.e., website check, phone call, text, site visit, etc.)
5. Provide a summary on the HMG system improvement activities that were completed over the past quarter.
 - a. Aligning existing screening and referral processes
 - b. Program eligibility/enrollment
 - c. Communication and marketing
 - d. Information exchange with partners
 - e. Racial equity
 - f. Stakeholder (families, service providers) engagement and feedback

- g. Self-assessment
- h. Other

6. Provide a brief narrative on the past quarter's successes and challenges, and recommendations for the upcoming quarter.

Exhibit D
Health Share Invoice Template

Organization Name

INVOICE

[Street Address]
[City, State, Zip]
Phone:
Attn:
Email:

Today's Date
Invoice #
Due Date
Health Share Project Code

BILL TO

Health Share of Oregon
Attn: Finance Department
2121 SW Broadway, Suite 200
Portland, OR 97201
vendorinvoice@healthshareoregon.org

Original Grant Amount
Total Invoiced to Date
Remaining Grant Amount

Direct Labor: Salary + Benefits	Description/Role	Amount
[Position Name]		
[Position Name]		
[Position Name]		
Subtotal		-

Consultants + Contracted Services	Description/Purpose	Amount
[Name]		
[Name]		
Subtotal		-

Care Coordination	Description/Purpose	Amount
[care coordination/navigation/case mgt service costs, health information technology improvements; do not include staff/admin here]		
Subtotal		-

Social + Community Health Services/Supports	Description/Purpose	Amount
[SDOH screening/referral; patient education; community trainings/events, etc.]		
Subtotal		-

Materials, Supplies + Equipment	Description/Purpose	Amount
[Item Name]		
[Item Name]		
[Item Name]		
Subtotal		-

Other Budgeted Items	Description/Purpose	Amount
[mileage, staff training, etc.]		
Subtotal		-

PAYMENT INSTRUCTIONS

Subtotal -
Indirect/Admin -
TOTAL \$ -

Make all checks payable to
[Your Company Name]

April 29th, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an amendment #1 with Do Good Multnomah
for Veterans Village services

Purpose/Outcomes	Contractor will provide additional peer support staffing for at the Veterans Village.
Dollar Amount and Fiscal Impact	Not to exceed \$210,006.
Funding Source	County General Funds - Policy Level Proposal
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	073020-A2
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Andrew Naylor 4/5/2021
Contact Person	Vahid Brown, Houseless coordinator (503) 742-5345
Contract No.	9799

BACKGROUND:

The Administration Division of the Health, Housing and Human Services Department (H3S) requests approval of a Personal Services contract with Do Good Multnomah (DGM). The Clackamas County Veterans Village serves as a critical program resource in furthering the County's goal of ending veteran homelessness. It provides safety off the streets, opportunities for intensive service engagement, a supportive community environment, and a proven track record of securing permanent housing for the overwhelming majority of program participants. It is the only non-domestic violence adult shelter program in Clackamas County.

Over the history of the project the Clackamas County Veterans Village and its program operator, Do Good Multnomah, has served 62 veterans experiencing homelessness in Clackamas County. In the past fiscal year it helped 10 program participants transition into permanent housing, 7 of those into housing with supportive housing services. The average length of stay at the Village prior to transitioning into permanent housing is 7 months.

Amendment will allow contractor to provide additional peer support staffing at the Veterans Village.

RECOMMENDATION:

Staff recommends the Board approval of this amendment.

Respectfully submitted,


Rodney Cook, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

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Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9799 Board Agenda Number _____ Date _____

Division Health Centers Amendment No. 1

Contractor Do Good Multnomah

Amendment Requested By Rodney Cook, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment adjusts the contract amount to allow an additional Peer Support Staff to be added.

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

AMEND:

ARTICLE I.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Seven Thousand Eighty Dollars (\$157,080)**, for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

TO READ:

ARTICLE I.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Ten Thousand Six Dollars (\$210,006)**, for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

AMEND:

EXHIBIT C- BUDGET AND STAFFING PLAN

CCVV/ Do Good - Support Services 19 PODS

Starting Date: July 1st, 2020

Total Budget	\$210,680.
Estimated Expenses	TBD

Staffing			
Description	Estimated cost	Column4	Column5
Staffing (Wages)	\$132,000.	3 FTE	
Benefits	\$6,000.		
Taxes	\$15,180.		
Total	\$153,180.		

Operations			
Description	Estimated Cost	Column2	Column3
Food, Coffee, etc.	\$0.00	Donation	
Office Supplies	\$1,500.00		Phone, etc.
TRIMET	\$2,400.00	DGM Funds	
Total	\$3,900.00		

Rental/ Deposit Funds			
Description	Estimated Cost	NOTES	Difference
Client Assistance	\$50,000.00	DGM Funds	
Total	\$50,000.00		

Administration			
Description	Estimated Cost	Column4	Difference
Insurance	\$2,400.00		
Bookkeeper/ CPA	\$1,200.00	DGM Funds	
Total	\$3,600.00		

TO READ:

EXHIBIT C- BUDGET AND STAFFING PLAN

CCVV/ Do Good - Support Services 19 PODS

Starting Date: July 1st, 2021

Total Budget	\$210,680.
Contract Request	\$210,006.

Staffing			
Description	Estimated cost	Column4	Column5
Staffing (Wages)	\$176,600.	4 FTE	
Benefits	\$8,000.		
Taxes	\$20,306.		
Total	\$204,906.		

Operations			
Description	Estimated Cost	Column2	Column3
Food, Coffee, etc.	\$0.00	Donation	
Office Supplies	\$1,500.00		Phone, etc.
TRIMET	\$2,400.00	DGM Funds	
Total	\$3,900.00		

Rental/ Deposit Funds			
Description	Estimated Cost	NOTES	Difference
Client Assistance	\$50,000.00	DGM Funds	
Total	\$50,000.00		

Administration			
Description	Estimated Cost	Column4	Difference
Insurance	\$2,400.00		
Bookkeeper/ CPA	\$1,200.00	DGM Funds	
Total	\$3,600.00		

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

Do Good Multnomah

DocuSigned by:

3/31/2021

Clackamas County

Chris Aiosa

Authorized Signature

Date

Chris Aiosa

Executive Director

Tootie Smith, Clackamas County Board Chair Date

Name / Title (Printed)

1110774-91

Oregon Business Registry #

oregon nonprofit organization

Entity Type / State of Formation