

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
Todos Juntos for PreventNet Community Schools and Youth marijuana
and substance abuse prevention in Rural Clackamas County

Purpose/Outcome	Todos Juntos will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting high-risk middle and high-school students at Rural PreventNet Community Schools in Sandy, Estacada, Molalla, and Canby.
Dollar Amount and Fiscal Impact	\$492,000 Youth Development Council Youth & Community Grants Catalogue of Federal Domestic Assistance (CFDA) #93.667 (\$372,000) Clackamas County Marijuana Tax Revenue (\$120,000)
Funding Source	Oregon Department of Education Youth Development Division and Clackamas County Marijuana Tax Revenue
Duration	October 1, 2020 through June 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	County Counsel reviewed and approved this document on November 20, 2020
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC-9552

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant with Todos Juntos for PreventNet Community School sites in Rural Clackamas County. PreventNet Community Schools and Prevention services increase drug and alcohol awareness, incorporate anti-drug and alcohol campaigns, provide case management and support to high-risk middle and high-school students to improve academic achievement, school engagement, and reduce high-risk behaviors through education, activities and case management.

This Grant Agreement is funded with Oregon Department of Education Youth Development funds (\$372,000) and Marijuana Tax Revenue Funds (\$120,000) effective upon signature by all parties

Healthy Families. Strong Communities.

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

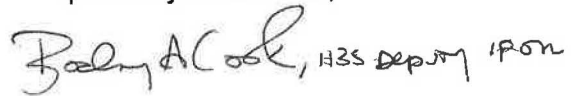
www.clackamas.us

for services starting on October 1, 2019 and terminating on June 30, 2021. This Agreement has a maximum value of \$723,677.

RECOMMENDATION:

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

Respectfully submitted,

 Kelly A. Cook, H3S Deputy IPON

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-022	
Program Name: PreventNet Community Schools, Rural, Molalla Program/Project Number: CFCC-9552	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division ("COUNTY") and Todos Juntos ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael 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 150 Beaver creek Rd. Oregon City, OR 97045 (503) 650-5683 ewhite@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Eric Johnston	Program Representative: Eric Johnston
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com	Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com
DUNS: 614865355	

RECITALS

1. **Todos Juntos** (SUBRECIPIENT) is a not-for-profit organization whose mission is to develop the partnerships necessary to create and/or enhance local resources and services for all youth and families. Todos Juntos partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. SUBRECIPIENT will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting middle school students at four PreventNet Community Schools in rural areas of Clackamas County, including Sandy, Estacada, Molalla, and Canby.
3. PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, **Todos Juntos**), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours to increase youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills and reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this SUBRECIPIENT Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **October 1, 2019** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement, as well as those outlined in Exhibit F: Intellectual Property/Personal Information, Exhibit G: Confidentiality and Non-Disclosure, and Exhibit H: Required Federal Terms and Conditions.
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 set by Oregon Department of Education Youth Development Division (Federal award date: 10/1/19) that is the source of federal grant funding, in addition to compliance with requirements of Title 45 of the Code of Federal Regulations (CFR), Part 96.70-96.74, Sub-Part G. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Education Youth Development Division, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **2019-2021 Biennial Youth Development Council Youth & Community Grants (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to COUNTY by Oregon Department of Education Youth Development Division (**\$372,000**) and Clackamas County Marijuana Tax Revenue funds (**\$120,000**). The maximum, not to exceed, grant amount that COUNTY will pay is **\$492,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to 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. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
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 this agreement.

10. Administrative Requirements. SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

a) Financial Management. SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

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) Revenue Accounting. Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

c) 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.

d) 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.

e) Budget. SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

f) Indirect Cost Recovery. SUBRECIPIENT chooses to use indirect cost rate of 8%, which has been approved for use by SUBRECIPIENT by the Oregon Department of Education and is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.

g) Research and Development. SUBRECIPIENT certifies that this award is not for research and development purposes.

h) Allowable Uses of Funds. SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.

i) Period of Availability. SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.

j) Match. Matching funds are not required for this Agreement.

- k) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Financial Reporting and Reimbursement Request. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- l) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. SUBRECIPIENT must submit Financial Reports as specified in Exhibit D-1: Financial Reporting and Reimbursement Request. All reports must be submitted on the templates provided by COUNTY, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- 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 F, G, H & I), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for 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 residual supplies valued over \$5,000 per 2 CFR 200.314.
- 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 <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 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) (4) 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 <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 access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **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.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the

Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

- e) **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.
- f) **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.
- g) **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 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 in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.
- b) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded 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.
- c) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and

employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

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

1) Commercial General Liability. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

Abuse and Molestation Insurance as part of a Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom Subrecipient is responsible including but not limited to Subrecipient and Subrecipient's employees, subcontractors, and volunteers, and in accordance with the Oregon Tort Claims Act, as applicable. Policy's definition of an insured shall include Subrecipient and Subrecipient employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individual, and irrespective of the number of incidents of injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 2) Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 6) Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall

include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT's activities under this agreement.

- 7) **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this Agreement, for a minimum of 24 months following the later of (1) SUBRECIPIENT's completion and State's acceptance of all Services required under this Agreement, or, (2) termination of this Agreement by either party according to Section 7, above, or, (3) the expiration of all warranty periods provided under this Agreement.
 - 8) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 9) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 10) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For

service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director


Dated: 12/3/19

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved Budget/Work Plan


Kylene Mather, Interim Director
Children, Youth & Families Division

Dated: 12/4/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D-1: Financial Reporting and Reimbursement Request
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Final Financial Report
- Exhibit F: Intellectual Property/Personal Information
- Exhibit G: Confidentiality and Non-Disclosure
- Exhibit H: Required Federal Terms and Conditions
- Exhibit I: Information Required by CFR 200.331(a)(1)

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Clackamas Women's Services to
Improve Criminal Justice Response to Domestic Violence

Purpose/Outcome	Clackamas Women's Services will provide a .60 FTE Outreach Coordinator, a .50 FTE Latina Legal Advocate, translation services, purchase upgraded video court equipment, will provide assistance to 100 culturally-specific participants (including interpretation) and provide 12 trainings to law enforcement, prosecution, advocates, and other community partners to insure efficient and effective interventions and response to domestic violence.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$119,317. No County General Fund involved and no match required.
Funding Source	U.S. Department of Justice, Office on Violence Against Women Award No. 2019-WE-AZ-0017 Catalog of Domestic Federal Assistance (CFDA) # 16.590
Duration	October 1, 2019 to September 30, 2020
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	County Counsel reviewed and approved this document on December 3, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9492

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with Clackamas Women's Services to provide services to improve criminal justice response to domestic violence. Funding will provide legal advocacy for culturally-specific survivors, comprehensive training to law enforcement, prosecutors and other professionals, bring high-level professional training to the county, and provide vital language interpretation and translation to survivors of violence as part of a collaborative project.

This agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 30, 2020. This Agreement has a maximum value of \$119,317.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-023**

Project Name: *Clackamas Women's Services – OVV Improving Criminal Justice Response 2019-2022*
Project Number: CFCC 9492

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and Clackamas Women's Services ("SUBRECIPIENT"), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: **Mike Morasko**

Program Manager: **Sarah Van Dyke**

Clackamas County – Finance

Children, Family and Community Connections

2051 Kaen Road

150 Beaver Creek Road

Oregon City, OR 97045

Oregon City, OR 97045

(503) 742-5435

(503) 557-5829

mmorasko@clackamas.us

svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Carla Batcheller**

Program Representative: **Melissa Erlbaum**

Clackamas Women's Service

Clackamas Women's Service

256 Warner Milne Road

256 Warner Milne Road

Oregon City, OR 97045

Oregon City, OR 97045

(503) 557-5801

(503) 557-5810

carlab@cwsor.org

melissae@cwsor.org

DUNS: 959059759

RECITALS

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

3. COUNTY is partnering with SUBRECIPIENT to fund a program to enhance victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking at A Safe Place Family Justice Center, which provides a coordinated community response that includes criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence and stalking. SUBRECIPIENT will use this award to strengthen the criminal justice response to domestic and sexual violence.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2019** and not later than **September 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
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 the Department of Justice Office on Violence Against Women award #2019-WE-AX-0017 that 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 required by the Department of Justice, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the U.S. Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay is **\$119,317**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained **Exhibit D – Required Financial Reporting**, **Exhibit D-1-Request for Reimbursement** and **Exhibit B – Subrecipient Program Budget**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. If the maximum compensation amount is

increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,
 - c. Written notice provided by COUNTY that the Department of Justice has determined that funds are no longer available for the purposes outlined in this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **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.
9. **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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **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.
 - d) **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.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B:** Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- 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 **Exhibit D-1:** Request for Reimbursement.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit C:** Performance Reporting Schedule for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **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-1:** Request for Reimbursement on a monthly basis.
- l) **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-1 & F**), performance (**Exhibits E, E-1, E-2, and E-3**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 10 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.
- m) **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, located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT

may access the Excluded Parties List System at <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 E.O. 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.

- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If 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.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Department of Justice to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** None.
- s) **Indirect Cost Recovery.** SUBRECIPIENT has a negotiated indirect cost rate agreement with the U.S. Department of Justice dated May 1, 2019, and this rate has been incorporated into the SUBRECIPIENT's program budget in Exhibit B.
- 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 Department of Justice Office on Violence Against Women Award # 2019-WE-AX-0017, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as 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 or to terminate this relationship including the original Agreement and all associated amendments.

10. 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 Community Mental Health 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 requirements are as specified in 45 CFR Part 96; also portions of the 2 CRF 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) **Subagreement indemnity; insurance.** SUBRECIPIENT's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to SUBRECIPIENT's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither SUBRECIPIENT's contractor(s) nor any attorney engaged by SUBRECIPIENT's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that SUBRECIPIENT's contractor is prohibited from defending State or that SUBRECIPIENT's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against SUBRECIPIENT's contractor if State elects to assume its own defense.

SUBRECIPIENT shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) 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.
- g) **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.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- i) **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 to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. 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.

12. 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) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any

provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- c) **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.
- d) **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: Insurance**. If self-insured, Agency shall provide documentation to COUNTY of Agency's self-insured status by completing the Self-Insurance Certification form provided by COUNTY.
- e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- f) **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.
- g) **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.
- h) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- i) **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.
- j) **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.

- k) **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.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

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


- Exhibit A – Subrecipient Statement of Program Objectives
- Exhibit B – Subrecipient Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting
- Exhibit D-1 – Request for Reimbursement
- Exhibit E – Monthly/Quarterly/Final Performance Report
- Exhibit E-1 – Monthly Activity Report
- Exhibit E-2 – Quarterly Work Plan Report
- Exhibit E-3 – Quarterly Demographic Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Department of Justice Office on Violence Against Women Special Conditions
- Exhibit I – Insurance

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Clackamas Women's Services

By: 
Melissa Erlbaum, Executive Director

Melissa Erlbaum 12/4/2019
Printed Name Date

256 Warner Milne Road
Street Address

Oregon City, OR 97045
City / State / Zip

503-655-8600
Phone / Fax

CLACKAMAS COUNTY


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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:



County Counsel

12/3/19
Date

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #5 of the Intergovernmental Agreement with
Oregon Department of Education, Early Learning Division for Early Learning HUB

Purpose/Outcome	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System.
Dollar Amount and Fiscal Impact	Adds \$367,740 for a maximum grant award of \$4,712,708.85 No County General Funds are involved.
Funding Source	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 5
Duration	Effective date October 1, 2019 and terminates on January 31, 2020
Previous Board Action/Review	Approval of Amendment #4 on November 2 nd , 2017
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review and approval: November 25, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	H3S7534

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 5 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, K-12, Health, Human Services and Business.

This Amendment #5 adds \$367,740, for a maximum value of \$4,712,708.85, and extends the end date to January 31, 2020. It has been reviewed by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy For

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

Agreement Number 5803

**Amendment #5 to
Agreement #5803**

This is Amendment No. 5 to Agreement No. 5803 between the State of Oregon, Department of Administrative Services, Procurement Services (DASPS), acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

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

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

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

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

This Amendment is effective on October 1, 2019 ("Amendment Effective Date") and shall apply to work performed on or after October 1, 2019 after it has been signed by every party and approved in accordance with applicable law.

New language is indicated by **bold underlined font** and deleted language is indicated by ~~strikethrough font~~.

I. The Agreement is hereby amended as follows:

AGREEMENT, Section 1

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, approved by the Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2019~~ **January 31, 2020**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

AGREEMENT, Section 2

2. Agreement Documents.

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

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

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

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E, and all Attachments.

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

AGREEMENT, Section 3

3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$4,344,968.85~~ \$4,712,708.85. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

AGREEMENT, Section 5

Section 5. "County Data and Certification" is removed in its entirety.

EXHIBIT A, Part 1, Statement of Work, Section 2

2. Definitions.

As used in this Agreement, the following words and phrases shall have the indicated meanings:

- a. **Administrative Overhead:** Any dollar expended or coordinated by County for Early Learning Services that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services by the County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies, and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.
 - b. **Age of Onset Services:** The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.
 - c. **At Risk:** Oregon Laws 2012, Chapter 37, section 12 sets forth a statutory definition of what "At Risk" means for children in the Early Learning System: "At Risk means a child who is at risk of not entering school ready to learn due to factors including, but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care giving; having
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unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”

- d. **Coordinated Enrollment: A locally generated early learning enrollment system that coordinates information, eligibility and applications and successfully matches families with an early learning program, and/or other needed services, based on eligibility criteria, availability, and as informed by family preferences.**
- e. **Community Plan or Community Planning: A set of planning processes and activities, which identifies system, organizational, professional, and individual assets and needs, in an Early Learning Hub region. Community planning and plans are intended to inform individual Hub investments, goals, objectives, and strategies, as well as the statewide expansion of high quality early learning programming, supports, and services. Planning activities may be initiated at the discretion of a Hub and/or at the request of the Early Learning Division.**
- f. **Coverage Area:** The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.
- g. **Early Care and Education or ECE: Includes settings in which children are cared for and taught by people other than their parents or primary caregivers with whom they live. These include center-based care arrangements (for example, child care centers, preschools, and prekindergartens), Preschool Promise, Oregon PreKindergarten, Head Start and Early Head Start programs, and non-parental home-based arrangements, in which care is provided in the child’s or caregiver’s home, and in family child care homes, which are regulated settings in which a caregiver cares for multiple unrelated children.**
- h. **Early Educators:** Childcare educators who care for young children needing childcare as family, friend, neighbor, license-exempt, regulated subsidy, registered family, certified family, or certified center Early Educators.
- i. **Early Learning Hub or Hub:** ~~The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.~~ **The 2013 Legislature authorized the creation of 16 regional and community-based Early Learning Hubs to make support more available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring**

together the following sectors in order to improve outcomes for young children and their families: Early Care and Education, K-12, Health, Human Services, and Business.

- j. **Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and childcare ~~settings~~ programming, services and supports, home visiting services, Respite Care, and developmental screening.
 - k. **Early Learning Service Provider (Provider):** Any entity or professional working in early learning and development programs including, but not limited to, center-based and family child care providers, infant and toddler specialists, early intervention specialists, early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.
 - l. **Early Learning System:** ~~The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.~~ Cross sector initiative, inclusive of health, human services, early care and education, housing, etc., to working in concert to coordinate policies, programs, and services; create infrastructure; improve integration and achieve scale.
 - m. **First Tier Subcontractor:** A person or company under direct contract to County, but due to the nature of their work, have a potential impact on County's, as well as ELD's, liability.
 - n. **Focused Child Care Network or FCCN:** ~~A Focused Child Care Network is a~~ cohort of Early Educators who meet frequently with a Quality Improvement Specialist to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. The FCCNs must utilize Spark, Oregon's Quality Rating and Improvement System, as the framework to support continuous quality improvement with an expectation that programs will submit an application and portfolio to receive a Spark quality rating.
 - o. **Goal:** Long range expression of success for a population of children/families.
 - p. Hub Roles: The functions an Early Learning Hub must carry out in service to the achievement of the three Early Learning System Goals identified in Raise Up Oregon – A Statewide Early Learning System Plan.
 - q. ~~Hub Roles Plan: The plan approved by ELC that identifies the roles that each Hub must play, with respect to the three goals identified by ELC for Hubs in~~
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Oregon. The plan may be amended with the approval of the ELC. The plan includes Potential Indicators.

- r. ~~Potential Indicators: The short-term markers of success, identified by ELC in the Hub Roles Plan, that provide benchmarks to assess progress by a Hub towards each of the goals identified in the Hub Roles Plan.~~
- q. **Indicators: Markers of success, which measure how well Hubs are carrying out their essential functions - also known as the Hub Roles.**
- r. **Key Activities: Actions that lead to Outcomes and are important steps to achieve the Goals. Actions that are carried out in order to achieve identified strategies.**
- s. **Kindergarten Assessment or KA:** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- t. **Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- u. **Outcome: The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year-to-year. The end result of the implementation of a strategy or strategies that indicates whether progress has been made towards the overall Goal(s).**
- v. **Patient-Centered Primary Care Home or PCPCH:** A health care clinic that has been recognized for its commitment to patient-centered care.
- w. ~~Performance Based Contracting: The State expectation of performance against Goals in return for continued contracting.~~
- w. **Quality Rating Improvement System or QRIS:** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- x. **Raise Up Oregon – A Statewide Early Learning System Plan: A cross sector, 5 year strategic plan, which details the objectives, strategies, and activities to realize the ELD’s 3 statewide system goals and vision for young children and their families prior to school entry.**
- y. **Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family’s ability to continue providing care for At-Risk children.
- z. ~~Served/service: Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of~~

Early Learning Service Provider has a different definition for what it means to have “Served” a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider’s individual programmatic definitions:

- z. **Spark:** ~~Oregon’s Quality Rating and Improvement System, which offers coaching, professional development, and resources to help early care and education programs continue improving their quality. Spark uses a star rating model to provide information for families to help them access quality early care and education.~~ **Oregon’s Quality Rating and Improvement System, which offers quality improvement consultation, professional development, and resources to help early care and education programs continuously improve quality, with the intention of improving child-provider level interactions.**
- aa. **Strategy:** ~~Describes at a high level how work will be accomplished.~~ **The specific approach or approaches that will be used to accomplish a stated objective. Strategies are accomplished through the achievement of activities. The achievement of activities are measured through outputs.**
- bb. **Target:** ~~The specific level of a Metric to achieve by a certain date.~~ **How much of a set metric for performance will be achieved by a pre-determined date.** Targets should be ambitious but achievable (for example, Targets should not be so easy that 100 percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).
- cc. **Target Population:** The portion of children and families in the Coverage Area that an Early Learning Hub will be focusing its coordination of Early Learning Services.
- dd. **Technical Assistance or TA:** The provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. TA may include coaching, consultation, and professional development advising.
- ee. **Work Plan:** Identification of Key Strategies and Activities the County will perform, the roles and indicators the County will use, and Outcomes the County will be accountable for.

Additionally, ELD identifies the following definitions for consistency with respect to the equity obligations that County must meet.

- a. ~~**Asset-Based Mindset:** A mindset that draws upon the potential of children, families, and communities as opposed to deficits to develop and enhance County’s services.~~ **A mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance County’s services.**
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b. **Strength-Based Approach:** Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance County's services.

c. **Educational Equity:** The educational policies, practices, and programs necessary to:

- (1) — eliminate educational barriers for students and populations whom the education systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- (2) — provide equitable educational opportunities and ensure that students Furthest from Opportunity meet the same rigorous standards for academic performance expected of all children and youth.

Educational equity knowledge and practices in educational environments have evolved over time and require a comprehensive approach. Equity strategies are planned, systemic and focus on the core of the teaching and learning process (curriculum, instruction and educational environment/culture). Educational equity activities promote the real possibility of equity of educational results for each student and between diverse groups of students.

d. **Furthest from Opportunity:** Historically underserved or underrepresented populations defined as:

- — African American
- — Asian/Pacific Islander
- — Children with disabilities
- — Individuals experiencing economic disparities
- — English language learners
- — Geographically isolated
- — Immigrants and refugees
- — Latino
- — Tribal Communities

e. **Service Equity:** Organizational policy, practices and procedures necessary to:

- (1) — eliminate service delivery disparities for parents, providers, and others whom the systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- (2) — provide equitable access and opportunities to ensure that you are creating a system that sustainably serves communities Furthest from Opportunity.

~~Service equity knowledge and practices in service delivery environments have evolved over time and require a comprehensive approach.~~

- c. **Systemic Equity Strategies:** A plan of actions, a set of policies, and procedures chosen to create sustainable efforts that promote the service outcomes that result in greater access and opportunities to all services that are being provided by the County to populations identified as furthest from opportunity.
- d. **Historically Underserved Communities: Refers to communities that the Early Learning Council Equity Implementation Committee identified as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.**

EXHIBIT A, Part 1, Statement of Work, Section 6

6. ~~Coordinated Service Delivery.~~ System Coordination and Alignment.

County shall, in its Coverage Area:

- a. Function as the coordinating body ~~to identify~~ **that identifies** early learning resources and services; ~~to coordinate~~ **coordinates** the delivery of those resources and services to children 0 through 6 and their families; and ~~to help~~ **to align** resources in order to achieve ~~Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in the Hub Roles Plan provided to County by ELD~~ **the three Early Learning System Goals, and support the implementation of Raise up Oregon.**

If Early Learning **resources and** Services are not available in the Coverage Area or existing Providers have insufficient capacity in the Coverage Area (other than those services identified in subsections ~~e. through i.~~ **g. through m.** below, which County may provide through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for delivery of those services.

- b. ~~Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in the Hub Roles Plan provided to County by ELD, with specific focus on the Target Population. ELD has determined there are 11,791 At Risk Children in the County's Coverage Area. County has designated the following as its Target Population: All At Risk Children and their families.~~ **Support the successful implementation of community planning for the expansion of ECE as directed by the ELD.**
-

- c. Develop an Early Care and Education Sector Plan (ECESP) utilizing the ELD provided Tool Kit as part of its Work Plan. The ECESP shall be developed by a Regional Stewardship Committee (RSC). This RSC shall be established by the Hub's Governance Council. The RSC's membership roster and parent support plan shall be submitted to ELD by October 5, 2019, for approval by the ELD Agreement Administrator.
- d. Ensure that the RSC convenes at least once between October and December 2019 and develops the following deliverables as outlined in the ELD Tool Kit to be submitted on the ELD provided templates and approved by the ELD Agreement Administrator:
 - (1) By October 14, 2019 – Conduct Quantitative Data Analysis and provide results including estimates of children that are eligible for ECE services and estimates of children currently receiving services. Provide a narrative summary of the RSC's efforts to engage families within each of the potential priority populations that encompasses outreach efforts throughout the geographical Hub region.
 - (2) By November 8, 2019 – Conduct and finalize family engagement with parents from identified priority populations to inform the ECESP.
 - (3) By December 6, 2019 – Conduct and finalize community engagement with child care providers working to inform the ECESP.
 - (4) By December 6, 2019 – Develop a vision for coordination of financing for the ECESP.
 - (5) By December 15, 2019 – Submit the completed ECESP as described in the ELD Tool Kit and with the provided templates.
- e. Submit Sub-Contractor vetting process to ELD Agreement Administrator for review and approval.
- f. Create the following and provide to the ELD Agreement Administrator upon request:
 - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
 - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships.
- g. Provide through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1 only through September 30, 2017.

- h. Provide through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.
- i. Provide through sub-contracts Kindergarten Partnership and Innovation services in accordance with Exhibit E, Program Requirements, Part 3 only through September 30, 2017.
- j. Provide through sub-contracts School Readiness services in accordance with Exhibit E, Program Requirements, Part 4.
- k. Provide through sub-contracts Healthy, Stable and Attached Family services in accordance with Exhibit E, Program Requirements, Part 5.
- l. Provide through sub-contracts Preschool Promise services in accordance with Exhibit E, Program Requirements, Part 6 only through January 31, 2020.
- m. Provide through sub-contracts FCCN services in accordance with Exhibit E, Program Requirements, Part 7 only through September 30, 2019.

EXHIBIT A, Part 1, Statement of Work, Section 8

8. Performance Standards and Outcomes.

County shall:

- a. Recognize that the Strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in Attachment 3 through September 30, 2017. Beginning on October 1, 2017, and continuing through September 30, 2019, the Strategies and Key Activities identified in the Work Plan approved by ELD must roll up into the goals and outcomes of the Hub Roles Plan provided by ELD to County. Beginning October 1, 2019, the Strategies and Key Activities identified in the Work Plan approved by ELD must achieve the three Early Learning System goals and support the implementation of Raise up Oregon.
 - b. In collaboration with ELD, update between August and September each year, through September 30, 2017, the performance Targets for each of the performance Metrics in Attachment 3.
 - c. Achieve annual Targets set forth in Attachment 3 through September 30, 2017.
 - d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.
 - e. Complete Hub monitoring accountability process to ensure that County:
-

- (1) ~~Develops collaborative systems in their regions~~ **Develops a collaborative, cross sector Early Learning System in their region;**
- (2) Invests strategically in priority populations; and
- (3) Demonstrates progress ~~on~~ **towards** outcomes related to Early Learning System's three main goals.
- (4) Participates in a culture of continuous quality improvement ~~across the Early Learning System.~~

EXHIBIT A, Part 2, Payment and Financial Reporting

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

EXHIBIT B, Standard Terms and Conditions, Section 13

13. Insurance.

- a. County shall maintain insurance as set forth in Exhibit C, attached hereto.
- b. County shall require each of its First Tier Subcontractors (other than subcontractors providing Preschool Promise services) to obtain and maintain insurance ~~consistent with the insurance requirements of County described in Exhibit C~~ **as set forth in Exhibit C, Part 2: Hub Subcontractor Insurance Requirements.** County shall require its First Tier Subcontractors providing Preschool Promise services to obtain and maintain insurance as set forth in Exhibit C, Part 1, ~~attached hereto:~~ **Subcontractor Insurance Requirements for Preschool Promise Providers.** Subject to the prior written approval of ODE, County may modify the amount or waive all or a portion of the insurance otherwise required of a First Tier Subcontractor. The request for approval of a waiver or modification of the insurance requirements for a First Tier Subcontractor must identify the subcontractor and the requested insurance waiver or modification with particularity. If ODE approves a waiver or modification of the insurance requirements for a First Tier Subcontractor, the insurance requirements of this Agreement, as applied only to that First Tier Subcontractor, shall be deemed modified consistent with the approved waiver or modification. ODE may grant or withhold its approval of a waiver or modification request in its sole discretion.
- c. Notwithstanding Section 13.b. above, if a First Tier Subcontractor of County is a local public body in Oregon, County may, in lieu of requiring that First Tier Subcontractor indemnify ~~in accordance with the requirements of Section 19 of Exhibit B~~ and obtain and maintain insurance as described herein, agree to a contribution arrangement with the local public body by including provisions in substantially the following form (that survive termination of the subcontract) in its subcontract with the First Tier Subcontractor for the services to be rendered under the subcontract:

EXHIBIT B, Standard Terms and Conditions, Section 14

14. ~~Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.~~ **Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.**

EXHIBIT C, Insurance Requirements

Exhibit C, Insurance Requirements is replaced in its entirety with the updated Exhibit C, Insurance Requirements, attached to this Amendment.

EXHIBIT C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers

Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise is replaced in its entirety with the updated Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise, attached to this Amendment.

EXHIBIT C, Part 2, Hub Subcontractor Insurance Requirements

The new insurance requirements for Hub Subcontractors is detailed in Exhibit C, Part 2, Hub Subcontractor Insurance Requirements, which is attached to this Amendment.

- II. Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- III. **Certification.** The individual signing on behalf of County hereby:
- a. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters
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118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;

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

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

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

V. Signatures.

Clackamas County:

By:

Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services:**

By: Kelly Mix

Authorized Signature	Title: Deputy Chief Procurement Officer	Date
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State of Oregon, acting by and through its Department of Education:

By:

Authorized Signature	Title:	Date
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Approved for Legal Sufficiency: Not Required – ODE utilized OAR 137-045-0070.

December 19, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the University of Wyoming,
 Wyoming Survey & Analysis Center for the Youth Opioid Prevention Project

Purpose/Outcome	Wyoming Survey and Analysis Center (WYSAC) will be responsible for data collection and analysis, evaluation, providing support to and measuring the effectiveness of the Youth Opioid Task Force, and providing ongoing technical assistance for the duration of the project.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$100,000 No County General Funds are involved.
Funding Source	Office of Juvenile Justice and Delinquency Prevention Catalogue of Federal Domestic Assistance (CFDA #16.842)
Duration	October 1, 2019 through 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	County Counsel has reviewed and approved this document. Date of counsel review: November 26, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9563

BACKGROUND:

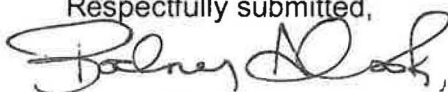
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures, data reporting and coordinate efforts in collaboration with the Clackamas County Opioid Task Force to maintain and share county-level data related to opioid abuse.

This Intergovernmental Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 30, 2021. This Agreement has a maximum value of \$100,000 and no county funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



HAS DEPUTY - FOX

Richard Swift, Director
 Health, Housing & Human Services

Healthy Families. Strong Communities.

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www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS
COUNTY CHILDREN, FAMILY AND COMMUNITY CONNECTIONS AND
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS
CENTER**

1. **Parties.** The parties to this Agreement are the Clackamas County Children, Family and Community Connections ("Client"), whose address is 150 Beaver Creek Rd., Suite #305, Oregon City, OR 97045, and the University of Wyoming ("University"), Wyoming Survey & Analysis Center ("WYSAC"), whose address is Dept. 3925, 1000 E. University Ave., Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is establish the terms under which WYSAC will evaluate the Opioid Affected Youth Project for Clackamas County (CC). The project is funded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted ("Effective Date"). The term of this Agreement is 10/1/2019 through 9/30/2021.
4. **Responsibilities of the Parties.** The responsibilities of both parties are described in Attachment A.
5. **Payment.** Client agrees to pay WYSAC a fixed price amount of \$100,000.00 for the services provided.

Payment shall be made quarterly within 30 days after receipt of fixed price quarterly invoice.

6. **Termination of Agreement.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. In the event that the Client decides to cancel the Agreement (other than for cause) after the Agreement has been signed, Client agrees to pay 10% of Agreement amount, or the expenses incurred through the date of termination, whichever is greater. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or Client is prohibited from paying for such work from the planned funding source.
7. **Ownership and Copyright.** WYSAC is undertaking this project as a work for hire, and claims no ownership rights or copyright over the resulting data. WYSAC claims copyright over WYSAC written reports. Subject to the terms and conditions set forth in this agreement, WYSAC hereby grants Client a non-exclusive, worldwide, non-transferable license to the written reports related to this Agreement. Except as outlined above, Client shall not use the name, trade name, trademarks, service marks, logos, or any other designation of WYSAC or the University of Wyoming. To the extent permitted by the Oregon or Wyoming Public Records Acts, and other applicable law, nothing in this agreement shall be construed as denying WYSAC's right and obligation to safeguard the confidentiality of all personally identifying information or data obtained as a consequence of the project work. Client grants to WYSAC the right to reference the project, including summary results, in promotional or other materials. Client agrees to acknowledge the assistance of WYSAC in project

reports.

8. **General Provisions.**

- A. **Sovereign Immunity/Governmental Claims.** Neither party waives its sovereign or its governmental immunity by entering into this Agreement and fully retains all immunities, defenses, or other limitations of liability that may be provided by applicable law with regard to any action based on this Agreement.
- B. **Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non- discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client agrees to indemnify, save harmless and defend WYSAC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Client or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Client has a right to control.
- Subject to the limits of applicable law, WYSAC agrees to indemnify, save harmless and defend Client, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of WYSAC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which WYSAC has a right to control.
- D. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- E. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement

constitutes the entire agreement between the parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.

- F. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- G. **Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- H. **No Third-Party Beneficiary.** WYSAC and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. **Subcontract and Assignment.** WYSAC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the Client, which shall be granted or denied in the Client's sole discretion. Client's consent to any subcontract shall not relieve WYSAC of any of its duties or obligations under this Agreement.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Time is of the Essence.** WYSAC agrees that time is of the essence in the performance this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **Force Majeure.** Neither WSAC nor Client shall be held responsible for delay or default caused by events outside of the WSAYC or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:

Richard Swift, Director, Health, Housing & Human Services, Clackamas
County

Date



Tiffany Comer Cook, Interim Director
University of Wyoming, Wyoming Survey & Analysis Center



Date



Diana G. Hulme, Associate Vice President for Research
University of Wyoming, Office of Research & Economic Development

12/4/19
Date

ATTACHMENT A
Responsibilities of the Parties and Scope of Work

Responsibilities of the Parties

1. Client will be responsible for:
 - a. Communicating in a timely and responsive manner to all requests from WYSAC, including assistance in the reporting and interpretation of data.
 - b. For each upcoming year, notify WYSAC annually of funding renewal.
 - c. In the event of funding non-renewal, both parties are excused from further performance of this agreement except to wrap up issues that usually arise in such matters with termination.
2. WYSAC will be responsible for:
 - a. Providing the services and deliverables set forth in the scope of work, attached hereto and incorporated by this reference herein.
 - b. Providing training to Client on how to effectively use and understand data.
 - c. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.
 - d. Assisting the Coordinator with development of new data points for surveillance – Taskforce data specific data support.
 - e. For each upcoming year, WYSAC will not begin work until Client provides notification of funding renewal.

Scope of Work

1. **Data Mining and Analysis**
 - a. Assist in the identification and collection of all currently available opioid related data.
 - b. Identify gaps in data and develop and standardize data collection, analytics, and analyze outcomes.
 - c. Coordinate Taskforce efforts to collect, maintain, and share county-level data related to opioid abuse among youth.
 - d. Obtain Institutional Review Board approval from the University of Wyoming for all data collection.
2. **Evaluation**
 - a. Assist the development of a data-driven, coordinated response addressing the abuse of opioids among youth utilizing evidence-based practices.

- b. Develop outcome measures to evaluate the impact of data-driven evidence-based strategies.
- c. Collect and analyze program data and develop annual evaluation report.
- d. Complete and submit regular performance data as required by OJJDP on-line reporting system.
- e. Collect, analyze and report data for both short and long-term outcomes to OJJDP.

3. Task Force

- a. Attend and participate in bi-monthly Task Force meetings to discuss community and statewide approaches to addressing opioid use among youth and monitor progress toward Task Force goals and strategies.

4. Data Specific Technical Assistance

- a. Communicate regularly with the Task Force and other community prevention professionals to answer questions and troubleshoot quality assurance issues.
- b. Provide technical assistance site visits with Clackamas County and agencies funded through the project.
- c. Participate in and present at any Clackamas County and/or other opioid prevention-related events or meetings as requested, including federal meetings.
- d. Provide on-site research assistance to increase data collection capacity with system partners.

December 19, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon)

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Amendment # 1 extends the agreement for another year and adds \$73,507.
Dollar Amount and Fiscal Impact	The maximum contract value is \$144,187.
Funding Source	Grant funds from OHSU - No County General Funds are involved.
Duration	Effective October 1, 2019 and terminates on September 30, 2020
Previous Board Action	The previously viewed this on July 11, 2019, Agenda item 071119-A2
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
County Counsel	County Counsel reviewed and approved this Agreement on 12/03/2019
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	9361-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Grant Agreement with Oregon Health & Science University (OHSU) for the Oregon Care Coordination Program (CaCoon).

Amendment #1 extends the term for 1 year and adds \$73,507. CCPHD receives grant funding from OHSU for the continuation of the Oregon Care Coordination Program (CaCoon). This grant allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

Page 2 Staff Report
July 11, 2019
Agreement #9361

This Agreement is effective October 1, 2019 and continues through September 30, 2020. OHSU experienced a delay in receiving their funding. As a result there was a delay in sending us the Agreement. This Agreement is retro-active due to these delays.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy - For

Richard Swift, Director
Health, Housing, and Human Services

Research Subaward Agreement Amendment Number 1

Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division Email Address: jweber2@co.clackamas.or.us; swhitehead@co.clackamas.or.us Principal Investigator: Julie Aalbers	
Project Title: Title V: Maternal & Child Services			
PTE Federal Award No. B04MC31511		Federal Awarding Agency: HRSA	
Subaward Period of Performance:	Amount Funded This Action:	Subaward No:	
Start Date: 10/01/2018 End Date: 09/30/2020	\$73,507	1015198_CLACKAMAS	
Effective Date of Amendment:	Total Amount of Federal Funds Obligated to Date: \$144,187	Subject to FFATA:	Automatic Carryover:
10/01/2019		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The Period of Performance is hereby extended through 09/30/2020.

The Current Budget Period is from 10/01/2019 through 09/30/2020.

Funds for the Current Budget Period are hereby awarded in the amount of \$73,507 per Attachment 5.1, Payment Schedule (1 page).

The Statement of Work for the Current Budget Period is hereby included as Attachment 5.1, Statement of Work (18 pages).

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: _____ Name: Richard Swift Title: Director, Health, Housing and Human Services
---	--

SUBAWARD 1015198_CLACKAMAS, Amendment 1
Attachment 5.1

PAYMENT SCHEDULE:

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$44,104.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2020, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$29,403.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into an Option of Purchase and Sale Agreement and to Begin Due Diligence
for the Purpose of Acquiring Real Property

Purpose/Outcomes	To enter into an Option of Purchase and Sale Agreement for the Econo Lodge Motel property located at 17330 SE McLoughlin Blvd., and to begin the due-diligence and evaluation necessary for the purchase. This property is in the Jennings Lodge area, south of the Milwaukie city limits. If acquired, the property will be used for affordable housing for low and very low-income households.
Dollar Amount and Fiscal Impact	\$25,000 of HOME funds or CDBG funds will be used to secure the Option Agreement. Purchase price is determined to be the lesser of the appraised value or \$2,900,000. Acquisition will be funded with HUD funds, Metro Bond funds, or a combination of both
Funding Source	U.S. Department of Housing and Urban Development (HUD) and/or Metro Bond funds. No County General Funds are involved
Duration	Effective upon execution of the Option Agreement. Affordability and compliance periods will be determined by the requirements of the funding sources.
Previous Board Action	At the December 10, 2019 Executive Session the Board approved of H3S to enter into an Option Agreement for the purchase of the Econo Lodge Motel, and to begin its due diligence and evaluation of the property.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	Andrew Naylor of County Counsel reviewed and approved the Letter of Intent and the Option of Purchase and Sale Agreement on December 11, 2019.
Contact Person	Kevin Ko, Housing and Community Development - (503) 655-8359
Contract No.	

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of an Option of Purchase and Sale Agreement for the acquisition of the Econo Lodge Motel property. The purpose of the acquisition is to provide permanent affordable housing to low and very low-income households in Clackamas County. The motel sits on a site of approximately .5 acres which is zoned CC (Corridor Commercial) and C-3 (General Commercial). Multi-family housing is a permitted use for properties with this designation. There are 27 motel rooms plus one manager's

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apartment in the two-story structure. It is anticipated that the room configuration may change as they are converted from motel to apartment use. The most current appraisal gives this property a value of \$2,880,000. H3S will order an updated appraisal as part of its due diligence. Other due diligence activities will include an Environmental Assessment, financial and programmatic feasibility evaluations and property inspections.

The Option of Purchase and Sale Agreement requires a deposit of \$25,000 into an escrow account. HOME Investment Partnerships Program (HOME) funds or Community Development Block Grant (CDBG) funds will be used for the deposit. It is anticipated that CDBG, HOME, Section 108 and Metro Bond funds will be used, either alone or in combination for the acquisition of the property. No County General Funds will be used.

RECOMMENDATION:

We recommend the approval of the Option of Purchase and Sale Agreement for the Econo Lodge Motel property and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 Rodney A. Cook, H3S Deputy - For

Richard Swift, Director
Health, Housing & Human Services Department

Attachments:

Letter of Intent to Purchase (draft)
Option of Purchase and Sale Agreement (draft)



December 9, 2019

Mr. Dirgesh Patel
Dirgesh LLC
3801 N. Interstate Ave.
Portland, OR 97227

Re: LETTER OF INTENT TO ACQUIRE ECONOLODGE MOTEL INCLUDING .51 ACRES OF LAND AND IMPROVEMENTS LOCATED AT 17330 SE MCLOUGHLIN BLVD MILWAUKIE, OREGON 97267

Please accept the following Letter of Intent to enter into an Option of Purchase and Sale Agreement on approximately .51 acres of land and the improvements located at 17330 SE McLoughlin Blvd. Milwaukie, Oregon 97267, consisting of Assessor Parcel Number 22E18BC01300, Following initial discussions, the proposed buyer is prepared to pursue the purchase of the property under the following terms and conditions:

Buyer: Health, Housing, Human Services of Clackamas County or assigns
P.O. Box 1510
Oregon City, OR 97045

Seller: Dirgesh Patel
3801 N. Interstate Ave.
Portland, OR 97227

1. Purchase Price: Two Million Nine Hundred Thousand dollars (\$2,900,000.00), or appraised value whichever is less.
2. Terms: Cash and potentially proceeds of a Housing and Urban Development loan at Closing.
3. Option Agreement: An Option of Purchase and Sale Agreement to purchase the subject property shall be secured with a deposit of Twenty-Five Thousand Dollars (\$25,000) in the form of a check to be delivered to Fidelity National Title Company of Portland, Oregon. The option will become non-refundable (except as set forth below and in the



Option of PSA) upon Buyer's waiver of the Feasibility and Financing Contingencies described in Paragraph 4 below. All Option deposits and accrued interest shall remain in escrow and be applied to the purchase price at closing.

Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Clackamas County Community Development Division as the responsible entity has provided Buyer and/or Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other Contingencies in this Agreement, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. Clackamas County Community Development Division shall use its best efforts to conclude the environmental review of the property expeditiously.

4. **Feasibility Contingency:** Seller shall cooperate with Buyer as requested to obtain all governmental approvals for all required permit(s) for Buyers intended use. Buyer to have forty five (45) days from the date of Buyer's receipt of all documents on Exhibit B to analyze and investigate all aspects of the Property including but not limited to environmental review including Phase 1, and if required Phase 2 Environment Site Assessments and Hazardous Materials Assessments, and feasibility of Buyer's intended use of the Property, all at Buyer's sole discretion (the Feasibility Period).
5. **Financing Contingency:** Buyer requests an additional ninety (90) following expiration of the Feasibility Contingency and waiver of Feasibility Contingency to obtain an acquisition loan from the Department of Housing and Urban Development, or METRO.
6. **Closing:** The closing on the Property is to occur on or before fifteen (15) days following completion of Financing Contingency and waiver of all contingencies. The closing will be further contingent on final written approval by the Clackamas County Board of Commissioners (the "Board") to proceed with closing of the sale, as determined by the Board at its sole administrative discretion; and Appropriation by the Board of sufficient funds, including any federal or state grants or other funding sources necessary as determined by Buyer in its sole administrative discretion, to permit Buyer to proceed with the closing of the sale.



receipt of funds from the Department of Housing and Urban Development.

7. Documents And Access: Seller will provide Buyer with those documents identified in Exhibit A. Seller shall provide to Buyer unrestricted access to the site for testing and planning during the term of the Option of PSA.
8. Option of Purchase and Sale Agreement: Upon an indication of acceptance of this letter by Seller, Buyer agrees to prepare a draft Option of Purchase and Sale Agreement within 5 business days.
9. Representation: Skip Rotticci of Colliers International is solely representing the Buyer in this transaction. Seller to pay a fee equal to five percent (5%) of the gross purchase price at closing to Colliers International.

Buyer and Seller agree that the foregoing constitutes only a general expression of proposed terms and conditions. Either party to the draft Option of PSA may add additional terms and conditions later. Seller shall not be bound to sell the Property and Buyer shall not be bound to purchase the Property until a mutually acceptable option of PSA is executed. If an Option of PSA is not mutually executed within the specified period, for any reason, this Letter of Intent shall be null and void.

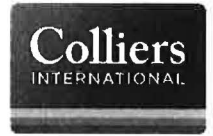
If the foregoing is acceptable, please execute this letter and return the same as soon as possible.

Very truly yours,

Skip Rotticci, CCIM
Colliers International

APPROVED and ACCEPTED:
Dirges Patel

_____ Date: _____
By: Dirges Patel



APPROVED and ACCEPTED:
Health, Housing, and Human Services of Clackamas County or assigns

_____ Date: _____
By: Richard Swift

EXHIBIT A

Property Documents

1. Business records
2. Plans, permits, and approvals
3. Reports, studies or assessments relating to the real property
4. Environmental assessments and reports
5. Geotechnical and soil assessments and reports
6. Correspondence from or to any governmental or regulatory agency regarding the Property within the last 5 years
7. Any recorded or unrecorded Easements

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Community Development Block Grant from Clackamas County Community Development, for the Housing Rights and Resources Project for the Purpose of Addressing and Promoting Fair Housing and Furthering Housing Opportunity

Purpose/Outcomes	Approval to apply for a grant renewal from Clackamas County Community Development for the purpose of addressing and promoting Fair Housing and furthering housing opportunity, focusing on homeless and low-income residents
Dollar Amount and Fiscal Impact	\$300,000
Funding Source	Community Development Block Grant. The grant requires a 20% match, met through State of Oregon Emergency Housing Account funds and in-kind services from Legal Aid Services of Oregon and the Fair Housing Council of Oregon. No County General Funds are involved.
Duration	July 1, 2020 through June 30, 2022.
Previous Board Action	Approval to Apply for FYs 17/20 was approved on December 20, 2016
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director, Social Services Division – 503-655-8641
Contract No.	N/A

BACKGROUND:

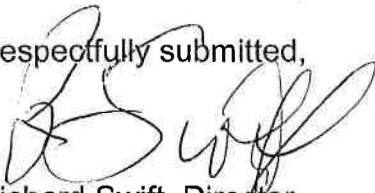
The Social Services Division of the Health, Housing & Human Services Department requests approval to apply for a Community Development Block Grant from Clackamas County Community Development, for the Housing Rights and Resources project for the purpose of addressing and promoting Fair Housing and furthering housing opportunity, focusing on homeless and low-income residents.

Housing Rights and Resources is the main point of contact for low-income and homeless persons, including low-income renters who have experienced potential fair housing discrimination. Annual volume is indicative of need, 2,478 last fiscal year. Callers identify five primary needs: discrimination, landlord/tenant, rental assistance, emergency housing, and low/moderate housing. Last year, 121 contacts were due to potential fair housing issues (89% higher than FY 17-18) and 1,246 were due to potential landlord/tenant violations (13% higher than FY 17-18). If warranted, project staff streamline referrals to Legal Aid so that landlords violating fair housing or landlord tenant law can be challenged in court if necessary. Legal Aid refers to the Fair Housing Council for testing as appropriate.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

**CDBG APPLICATION CERTIFICATION FOR
FOR PROGRAM YEAR 2020 - 2021 PROPOSALS**

Clackamas County, acting through its Community Development Division, will be accepting proposals until 6:00 p.m. on Thursday, December 19, 2019 for the use of Community Development Block Grant funds which the County anticipates receiving during the 2020 and 2021 program years.

The principal objective of the CDBG Program is to fund projects and programs which benefit low and moderate income people. Eligible activities include housing rehabilitation, provision of public improvements and facilities, economic development, handicapped accessibility improvements, historic preservation, public services and planning.

Applicant/Organization: Clackamas County Social Services/Health, Housing and Human Services

Name of Proposed Project: Housing Rights and Resources

Certification of Proposal

1. Statement of Understanding:

"I certify that I have reviewed this application in its entirety and that, to the best of my knowledge and belief, all of the information provided in this application is true. I also certify that I am officially authorized to represent the submitting organization by its governing board in the filing of this application."

Signature of Authorized Representative

Date

Richard Swift, Director
Print Name and Title

(503) 650-5694
Direct Phone Number



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Clackamas County Community Development
Community Development Division
PY 2020-2021 Clackamas County CDBG Application
12/19/2019 deadline

Clackamas County Social Services Division Housing Rights and Resources

Jump to: [Application Questions](#) [Budget](#) [Documents](#)

USD\$ 300,000.00 Requested

Project Contact

Erika Silver
esilver@clackamas.us
Tel: 503-650-5725

Additional Contacts
none entered

Clackamas County Social Services Division

2051 Kaen Road
Oregon City, OR 97045

Director, Social Services Division

Brenda Durbin
BrendaDur@clackamas.us

Telephone 503-650-5725
Fax 503-650-5722
Web <http://www.clackamas.us/socialservices/>

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. This application is to apply for programs or projects that may be funded with Community Development Block Grants (CDBG) funds. Please identify the proposed general activity. (Please select one)

CDBG Public Facility - community buildings, senior centers, etc. CDBG Public Works - infrastructure, streets, sidewalks, parks, etc. CDBG Housing - housing acquisition, home repairs, etc CDBG Public Services - services

- CDBG - Public Facility
- CDBG - Public Works
- CDBG - Housing
- CDBG - Public Services

2. Provide a short description of the project or service (No more than 50 words).

Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council. It actively addresses & promotes fair housing & furthers housing opportunity for all, focusing on homeless & low-income residents.

3. Who will this project assist? [Select One]

- Households
- Individuals
- A low income neighborhood

4. How many total individuals/households will be assisted by this project or service?

Low- and Moderate-Income (Low/Mod) data is included in the Library Tab above.

<input type="text" value="3,750"/>	Total Number of Low/Mod Assisted
<input type="text" value="250"/>	Total Number of Non-Low/Mod Assisted
<input type="text" value="4,000.00"/>	TOTAL

5. Identify the Total Project Cost for this project or service. What is the amount of Grant funds requested and the Total Amount of Other funds included in the project? These amounts may be estimates. Total Project cost will be calculated.

A more detailed budget identifying sources and uses of funds should be entered in the Budget Tab. Upload a project specific business plan and operating proforma in the 'Documents' tab.

Grant Funds Requested Amount

Total Other Funds Amount

TOTAL

6. Identify the Program Year (or years) in which the grant funds are requested. Funds awarded are available after July 1 of the start of the Program Year (PY).

The Program Year beginning July 1, 2020 to June 30, 2021 is PY20. The Program Year beginning July 1, 2021 to June 30, 2022 is PY21.

2020 - 2021 Amount (PY2020)

2021 - 2022 Amount (PY2021)

TOTAL

7. Project Description: Describe, in detail, what you plan to construct or rehabilitate and identify how the CDBG funds will be used. (Indicate if any acquisition is a part of the activity). Include:

-answer not presented because of the answer to #1-

8. For a Public Service Activity - Please check one

- This is a continuation of a previously funded CDBG activity
- This is quantifiable increase in the level of an existing service
- This is a new service

9. Identify the extent to which the project improves the agency/facility provider's ability to:

-answer not presented because of the answer to #1-

10. The proposed project must serve either an area which is primarily residential and predominantly low- and moderate-income (Area Benefit) or be limited to serving a predominantly low- and moderate-income clientele (Limited Clientele).

-answer not presented because of the answer to #1-

11. How many persons or households will be assisted by the proposed program or service in the First Year? In 5 Years? In 10 Years? Describe how these estimates were developed.

It is estimated that at least 2,000 households will be served in Year One and at least 2,000 households will be served in Year Two. This is based on a conservative review of the number of households served during the FY 18-19, 17-18 and 16-17 fiscal years.

It is also estimated that at least 7 community, landlord, work unit or civic groups will receive Fair Housing training and information during each of the two years of this project.

12. Describe the project in detail. Your response should include answers to the following questions:

• What unmet community needs will your project address • How did you determine the needs exist and how are they quantified • Have the needs changed in the past 5 years

Community Needs

- 1) Low-income County residents need a free resource to answer questions about fair housing rights, landlord tenant issues and low-cost housing.
- 2) Small landlords need a free way to get their questions answered. They want to follow the law but can't afford to join larger landlord groups for technical assistance.
- 3) Clackamas County needs to affirmatively further fair housing.
- 4) Civic and landlord groups need free, accurate training on Fair Housing and landlord tenant law, especially when changes occur.

Addressing Needs

Housing Rights and Resources (HR & R) is a unique and effective consortium of 3 Fair Housing organizations, Clackamas County Social Services, Legal Aid (LASO) and Fair Housing Council. HR & R actively promotes fair housing and furthers housing opportunity, focusing on low-income and homeless residents. HR & R is the main contact for low-income County residents dealing with potential fair housing discrimination. Small landlords ask HR & R questions about fair housing and landlord tenant matters. They often have more screening flexibility and lower rents, so they are an important and under-served

group. Finding out of court solutions to landlord tenant and fair housing disputes is a major goal, with lawsuits and court only as a last resort.

Fair Housing training and information was provided last FY to XX groups including Sandy Connect, Clackamas County Sherriff's Office, Aging and Disability Resource Connection, network of 10 senior centers, Homeless Solutions Coalition, Continuum of Care, Head Start, NW Housing Alternatives,

Quantifying Needs

The volume of contacts indicates the extent of needs - 2,610 last fiscal year or more than 13/business day. Callers identify 5 primary needs: landlord/tenant, discrimination, low cost housing, rent assistance and emergency housing. Last year, 384 calls and walk-ins included potential fair housing issues, almost 2/business day.

Changes Over Time

In FY 13-14 (5 years ago), HR & R also helped most callers experiencing homelessness. In January 2015, Coordinated Housing Access took this over. In FY 15-16, the first comparable year, HR & R received 2,097 calls and walk-ins. In FY 18-19, volume was 24% higher.

Unique, effective approach

In other counties, people with fair housing or landlord tenant questions have two main options, either call LASO directly but almost always be turned away, or call a volunteer based tenant alliance that serves all of Oregon and only opens 18 hours/week. This service does not guarantee a return call to non-Portland residents who cannot pay a \$10 membership fee. HR & R mostly hears that people call either or both options and never get a call back. Neither option sees walk-ins.

In contrast, HR & R is open 34 hours/week, answers more than 50% of calls live, and returns 95% of messages within 1 day. Services are in Spanish and English, and accessible in 239 more languages including ASL. Walk-ins are accepted. If HR & R Coordinator is out, 13 trained co-workers back up HR & R. HR & R offers each person access to professional staff who listens carefully to the details of their situation. Many situations can be addressed with a problem solving approach, such as explaining how to write a maintenance request or reasonable accommodation and providing a template that can be adapted to fit the situation. For example:

In urgent or egregious cases, HR & R streamlines referrals to LASO. Since HR & R helps low-income residents try up front problem solving, LASO prioritizes HR & R referrals, contacting residents within 3 days. LASO refers specific cases to Fair Housing Council for discrimination testing as needed.

LASO accepted 318 HR & R referrals and 28 requests from County residents who contacted Legal Aid on their own last year. 168 county residents received individualized housing related legal advice and/or representation. Lawsuits included representation for people who were discriminated against or harassed based on their race or income source, those needing accommodations due to disability that had been denied, homes in need of repairs to essential services, and domestic violence survivors who were not getting legally required landlord support to ensure their safety in housing. These services directly and affirmatively address Fair Housing rights of County residents. For example:

"African-American young mother in rural County complained to landlord about mold and plumbing leaks. Landlord retaliated with 60-day no-cause eviction. LASO's building-scientist expert witness investigated unit and prepared complaint and motion for Temporary Restraining Order to stop eviction. TRO pleadings were supported by a declaration from HR & R Coordinator about severe adverse consequences of eviction for tenants. Unfortunately, on eve of filing lawsuit, client lost her job and couldn't pay rent. Landlord then filed non-payment of rent eviction to get her out sooner than the remaining 60 days of the retaliatory no-cause. LASO represented and brought counterclaims for retaliation and habitability violation. The case settled for \$22,800, plus attorney fees and all repairs so future tenants could safely occupy unit. A good reference letter was also negotiated. She used some of settlement to move into a newly-built tax credit unit with lower rent."

"Represented mixed-race couple facing eviction and racially-based harassment from neighbor whose conduct resulted in arrest and criminal charges. Defended eviction, obtained reasonable accommodation for disabled client and continued tenancy while cooperating with landlord to provide factual basis to terminate tenancy of discriminatory neighbors."

The Fair Housing Council also plays an important role in the partnership, providing fair housing education to County landlords, property managers, tenants and service providers to prevent fair housing violations, maintaining a clear and comprehensive Fair Housing website and testing

13. List your service Goals.

• GOALS - "What do you want to achieve?" (ex: Improve reading skills for 20 kids, improved pedestrian safety for 400 households, better facility for 300 seniors, etc.)

1) Low-income Clackamas County residents, property owners and property managers are aware of their rights and responsibilities under fair housing and landlord tenant federal and state law.

2) Clackamas County homeless and low-income persons seeking affordable, safe housing are connected to resources and information that can help meet their housing needs.

3) Low income Clackamas County residents have streamlined access to free legal services and fair housing testing in situations of potential or actual violations of fair housing and/or landlord tenant law.

14. Identify your Project Performance Measures. These measures should be specific, verifiable, quantitative performance measures you will use to determine if your goals have been achieved for each activity.

• *PERFORMANCE MEASURES - "How will you verify success?" - (ex: pre- and post test, pre- and post school grades, etc.)*

Goal 1

1a. At least 3,750 tenants, homeless persons and low income homeowners access the Housing Rights and Resources service by phone or in person

1b. At least 200 landlords or property managers access the Housing Rights and Resources service

1c. At least 7 Fair Housing presentations (or an agreed upon equivalent activity) conducted annually, with training evaluations that document increased awareness of rights and responsibilities under fair housing federal and state law as a result of the presentation.

1d. Fair Housing Council maintains an up to date and informative website with fair housing information that is readily accessible to low income and other members of the general public.

Goal 2

Included in 1a.

Goal 3

3a. At least 350 low income Clackamas County residents access Legal Aid services regarding potential or actual violations of fair housing and landlord tenant law.

3b. Legal Aid refers to Fair Housing Council of Oregon, or low income Clackamas County residents self refer, up to 8 cases for fair housing testing conducted in accordance with industry standards.

15. Describe your work plan. Narrative should detail how your project or service will achieve the Area Median Income goal of assisting persons at or below 80% for CDBG (Refer to Income Table in the Tables Tab). Include the following:

• *intake procedures and eligibility documentation* • *outreach plan for clients* • *program evaluation plan* • *program specific procedures and guidelines*

All activities are continuous and driven by need throughout the project period. Fair Housing Activities and Homeless Services are High CDBG Funding Priorities in the Clackamas County 2020-2021 CDBG Funding Priority Index. This project provides CDBG activities 4 and 15. Outreach is ongoing through the Clackamas County website, a large variety of community events such as health fairs, senior events and community celebrations, provider networks including but not limited to the Aging and Disability Resource Connection Network, Hispanic Interagency Networking Team, Continuum of Care, A Safe Place Family Justice Center, Early Childhood Hub and Coffee Talk. The statewide tenant alliance also includes a link on their website to HR & R for Clackamas County residents, as does 211info.

Due to the high volume of contacts, means testing beyond self-reporting is not routinely performed, except for Legal Aid who requires proof of income and in most cases only serves people with incomes at or below federal poverty guidelines. However, the project fits within the CDBG Presumed Benefit group. Demographic information is not collected for information only contacts, those with relatively simple questions that can be easily and quickly answered. For those contacts of a more complex nature, and always for any situations that will be referred to Legal Aid, demographic data is collected in the Homeless Management Information system.

Reporting will be done by each partner on a quarterly basis including outputs, demographics when available, income level when available and narratives. If approved, the performance measures listed above will form the basis for quarterly reports in addition to required CDBG report elements.

Participant feedback is solicited in person with a paper form and every email contains a link to the participant feedback survey. All responses are reviewed by program manager, who follows up on any concerns raised.

This email came in on 11/19/19. "I wanted to take a moment to pass along my thanks for the amazingly prompt and helpful service that Housing Rights and Resources provided last week. In fact, my whole experience starting with an email from the Housing Authority and then a return call from Housing Rights and Resources was amazing... (I was seeking help for a 91-year old woman who apparently lives near our church. She called because she was afraid of being evicted.) I wanted to be sure to pass along kudos for receiving such great service."

16. Describe how the project service area boundary was determined. Use natural or identifiable land marks and/or streets to outline the boundaries.

-answer not presented because of the answer to #1-

17. Describe the target population (people who will be helped) for your project or service in more detail. Include the population size, demographics, location, etc.

US Census 2013-17 shows 9.0% of the County population, more than 35,500 people, live at or below federal poverty level (FPL). 10.8% of Clackamas children are in households earning less than FPL. 28.5% of female head of households with children have incomes at or below FPL. And, 44.9% of those 16 years or older living in poverty were employed. County residents who identify as Native American (18.4% below FPL), African American (14.4%), Native Hawaiian/Pacific Islander (18.4%) or Hispanic/Latino (15.5%) are far more likely to have incomes in the poverty or extreme poverty ranges than residents identifying as Caucasian (8.1%) or Asian (9.1%). Residents with disabilities (15.7% below FPL) are nearly twice as likely to have poverty income than people with no disability (8% below FPL).

Generally, CDBG income eligibility of 80% of AMI equals more than 300% of FPL. The Census Bureau estimates that more than 149,000 county residents meet this threshold.

Homelessness is an extreme form of economic insecurity. The January 2019 Homeless Count identified 1,166 homeless people. However, this under counts the actual number of homeless persons, as it is only an attempt to count homeless persons at one point in time, not year round.

18. Construction Schedule

-answer not presented because of the answer to #1-

19. Describe how the 20% matching requirement will be met.

At least 20% of any CDBG grant must be matched with other funds. Donated materials or donated services may also be considered matching funds.

Clackamas County Social Services will provide \$36,938 in State of Oregon Emergency Housing Account (EHA) match.

Legal Aid Services of Oregon will contribute \$20,000 as match. LASO will provide legal advice and representation, outreach and community presentations to low-income Clackamas County residents in fair housing and related issues not billed under this grant. LASO's hourly rate for attorney time under this grant is \$95.00 an hour for attorneys and \$75 for paralegals.

Fair Housing Council will contribute \$3,062 as match. This includes consultation with private attorneys on case strategies and complex legal issues during complaint preparation, supervisory staffing that is not reimbursed by Clackamas County, fair housing complaint testing costs to provide evidentiary support when cases result in formal administrative complaints and web site costs not billed to this contract. Source of funds are HUD Fair Housing Initiatives Program and in-kind donations from private attorneys

20. Provide a brief overview of your agency in the space below, including:

• description of the history, mission, and services of the organization, • year of incorporation and years of direct experience with the program, • description of staff experience with program, and • federal grant management experience.

Clackamas County Social Services (CCSS) Division provides assistance to older adults, people with disabilities, veterans and low-income residents of Clackamas County. Social Services is dedicated to helping people in need live with self-reliance and independence, offering many opportunities for all county residents to be socially engaged. The Social Services Division offers a breadth and depth of programs that help support the community and provide Clackamas County residents with the information and resources they need to be healthy and safe.

Homeless and housing related services of the organization include six HUD funded permanent and transitional homeless housing projects, the County's HUD

funded Coordinated Entry project (Coordinated Housing Access, the main entry point for all homeless system diversion, homelessness prevention, and homeless housing in the County), Bridges to Housing serving high needs homeless families, Housing Veterans

First, Housing our Families, Housing our Heroes, Veterans Rental Assistance, Lake Oswego Transitional Shelter, Housing Rights and Resources project, Rent Well tenant

education, Rent Well Rapid Re-Housing, as well as state funded services including Emergency Housing Account, Housing Stabilization Program, Low Income Housing Rental Fund. A total of 2,700 low-income persons were served through these projects in FY 2015-16, although there may be some duplication between projects.

The organization also contracts with a variety of year round and seasonal shelter providers including Clackamas Women's Services, Annie Ross House, Do Good Multnomah, Fathers Heart and Molalla Warming Center.

The bi-Annual Point-in Time Count of Homeless Persons is another contracted service that Clackamas County Social Services has oversight responsibility for. Beyond services to prevent and end homelessness, the organization provides a wide variety of other services that improve the lives of low-income people and others facing complex challenges.

Since 1983, CDBG funding has been an important funding source. Overall, the Division has more than 60 different funding sources including a wide variety of Federal, State, local and private sector funds. Human Services Manager Erika Silver has

more than 29 years managing CDBG and other federally funded programs, primarily domestic violence, homeless, low-income rent assistance and rehabilitation projects. Division Director Brenda Durbin has 19 years experience managing federal grants and Administrative Manager Teresa Christopherson has 13 years experience managing federal grants.

CCSS is the officially designated Community Action Agency, efficiently operating the twelve programs that provide housing and services to individuals and families experiencing or at risk of homelessness as well as the various contracts with community providers and a very large energy assistance program. As the Community Action Agency, CCSS convenes a Community Action Board, ensuring that low-income people and representatives of other local jurisdictions have a say in the planning and implementation of the agency's anti-poverty programs.

As the officially designated Area Agency on Aging, CCSS helps to fund ten senior centers, operates a large volunteer transportation program, operates an Aging and Disability Resource Connection, provides Care Transitions services and provides Options Counseling to help older adults and people with disabilities who are facing changing care needs, including housing.

The County Veterans Service Office, operated by CCSS, last year assisted more than 1,800 veterans and relatives in securing more than \$10,000,000 in Veterans Administration benefits. The Development Disabilities program provides case management and eligibility determination to more than 2,100 individuals with intellectual and developmental disabilities. The Volunteer Connection connects county residents who want to contribute their time and talent with opportunities throughout the county. In fiscal year 2015-16, 335 volunteers contributed more than 66,000 hours of service which included helping more than 1,500 seniors find the right Medicare plan, driving seniors and persons with disabilities to medical appointments and other critical errands, helping unpaid family caregivers manage their stress, and low income individuals manage their money.

21. Does your proposed project or service include purchase or acquisition of real property?

-answer not presented because of the answer to #1-

22. Describe your organization's fiscal management including:

• financial reporting • record keeping • accounting systems • payment procedures • audit requirements

Direct service staff members are supervised by a Human Services Manager with support and leadership from the Social Services Department Director. All Clackamas County staff must conduct themselves within the Clackamas County Personnel Ordinance which is codified by the Board of County Commissioners, as well as the Employment Practices and Policies.

Clackamas County has a robust onboarding and training program through the Human Resources Department. Clackamas County Social Services (CCSS) has its own Administrative Manual that spells out proper procedures for paying salaries, subcontractors and other program related expenditures. All expenditure requests are subject to three levels of review to ensure that expenses are eligible, within federal, state and county approved budgets, and that all required documentation is in place. CCSS works closely with the Finance Department to ensure proper financial record keeping, reporting, invoicing and accounting for restricted funds such as CDBG grants, using the PeopleSoft fund accounting system. The Treasurer's office reconciles the bank statements which is a completely separated function from accounts payable.

Clackamas County Social Services is audited regularly by funders including US Department of Housing and Urban Development (HUD), the State Unit on Aging and Oregon Housing and Community Services (OHCS) and has an administrative staff team specially charged with partnering with direct service staff and management to ensure compliance with funder and audit requirements.

23. Will anyone have to move? Do you expect the proposed project to displace any residents or businesses or if the project will cause low and moderate income housing to be demolished or converted to another use?

-answer not presented because of the answer to #1-

24. Has your agency received CDBG funding for any public facility or public service project over the past 5 years, if so, list the names and locations of the projects.

Clackamas County Social Services Division has received CDBG money for the following projects.

Housing Rights and Resources

Rent Well Tenant Education

2015, 2017 and 2019 Point in Time Homeless Count Planning and Implementation, including initial planning for 2021 Homeless Count

25. Does your program or agency collect participant eligibility records?

If so, please explain how confidential records are maintained and data quality is assured.

Clackamas County Social Services collects participant eligibility records. CCSS programs are subject to the Federal Privacy Act and Public Law 93-579. CCSS confidentiality policy is based on two key principles: a rule of reasonableness and the need to know. Staff shall only share such information about individual participants as is necessary to ensure that needed services are provided. Information may be exchanged with other agencies only if it is essential for the purpose of service

delivery and only with a signed release of information. All participant files are kept in locked file cabinets behind locked doors.

Personally identifiable data is kept to an absolute minimum in both paper files and electronic databases. Data is entered into electronic record systems only with participant consent, including the Homeless Management Information System, OPUS, VetraSpec, Oregon Access, and others and this data is accessed only on a need to know basis.

County policy requires that staff members log off these systems when leaving their work areas to ensure confidentiality. Additionally, CCSS requires review and signature acknowledging the county's confidentiality policies at hire and annually thereafter.

26. If your proposed project includes properties over 50 years old, it may be subject to review by the State Historic Preservation Officer (SHPO). How will you ensure compliance with SHPO?

-answer not presented because of the answer to #1-

Budget [top](#)

Sources of Project Funds	Committed	Uncommitted
Community Development Block Grant		USD\$ 300,000.00
Oregon Emergency Housing Account (EHA) match	USD\$ 36,938.00	
Legal Aid Services of Oregon in-kind match	USD\$ 20,000.00	
Fair Housing Council of Oregon in-kind match	USD\$ 3,062.00	
Total	USD\$ 60,000.00	USD\$ 300,000.00

Uses of funds	Amount
CCSS Personnel including taxes and fringe	USD\$ 153,828.00
Legal Aid Services of Oregon subcontract	USD\$ 124,632.00
Fair Housing Council of Oregon subcontract	USD\$ 21,540.00
CCSS Personnel EHA match	USD\$ 36,938.00
Legal Aid Services of Oregon match	USD\$ 20,000.00
Fair Housing Council of Oregon match	USD\$ 3,062.00
Total	USD\$ 360,000.00

Documents [top](#)

Documents Requested *

Budget, support letters, approvals, etc.

Certification of Proposal

[download template](#)

Any Pictures of current conditions, Drawings and Maps relevant to the proposed project or service. If you have determined a service area include a map representing the service area.

Project specific business plan and operating proforma (**Required for all Non Infrastructure projects)

Site Control documents if available: earnest money agreements, leases, title, options to purchase, etc.

Required? Attached Documents *



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