

June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcome</b>	Northwest Family Services will provide emergency shelter housing, provide survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault and stalking.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$130,250. No County Staff are funded through this Agreement.
<b>Funding Source</b>	County General Funds
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review:
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9747

**BACKGROUND:**

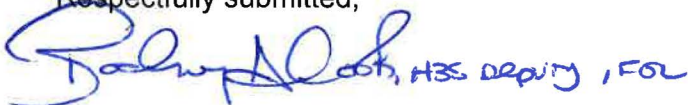
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this agreement is County General Funds. It has been reviewed by County Counsel. Agreement has a maximum value of \$130,250.

**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.*

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

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<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-9747</b>	
Program Name: <b>Northwest Family Services Casa Esperanza</b> Program/Project Number: <b>9747</b>	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <b>Northwest Family Services</b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Michael Morasko</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
<b>RECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Rose Fuller</b>
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

### RECITALS

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

Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.

- Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support

for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2020** 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 requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$130,250**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-

receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
  - i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
  
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers'

compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail



return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

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

(Signature Page Attached)

**RECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

By: Rose Fuller  
Rose Fuller, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/3/2020

Dated: \_\_\_\_\_

Approved as to budget and work plan:

Adam S. Freer June 3, 2020  
Adam Freer, Director  
Children, Family & Community Connections

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

June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with  
Northwest Family Services to provide a Bi-Lingual Help Me Grow Liaison

<b>Purpose/Outcome</b>	Northwest Family Services will provide a .50 FTE Bi-Lingual Help Me Grow Liaison to serve as the link between Early Learning HUB of Clackamas County, Clackamas Parenting Together, Healthy Families of Oregon and BabyLink, as a resource and referral line for pregnant women and children prenatal to age 3 in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$15,000. No Impact to County and no match required.
<b>Funding Source</b>	Health Share of Oregon – Help Me Grow program
<b>Duration</b>	July 1 2020-December 31 2020
<b>Previous Board Action/Review</b>	
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 4 <sup>th</sup> , 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9764

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide a Bi-Lingual Help Me Grow Liaison. The Help Me Grow English/Spanish speaking Liaison will identify early childhood resources in Clackamas County to help create a detailed Early Childhood Resource database which will work to promote awareness of child development, screening and referral practices across the community in order to increase the likelihood that families will monitor children's development and seek prevention and/or early intervention services as needed.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on December 31, 2020. This Agreement has a maximum value of \$15,000.

**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 DEPT / FOR

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9764	
Program Name: <i>Help Me Grow Liaison</i> Program/Project Number: <b>9764</b>	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <i>Michael Morasko</i>	Program Manager: <i>Annette Dieker</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (971) 420-3528 adieker@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Milwaukie, OR 97222 503-546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Milwaukie, OR 503-546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

**RECITALS**

1. Help Me Grow is a National model for promoting children’s optimal development through early detection of young children at risk for developmental delays and linking them to appropriate community-based services through a centralized access point.
2. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, will serve as a link between Early Learning HUB of Clackamas County/Clackamas Parenting Together/Healthy Families of Clackamas County/Babylink, an information and referral resource line for pregnant women and children prenatal to age 3 in Clackamas County/Community-Based providers and the Help Me Grow Centralized Telephone Access point at Swindells Resource Center of Providence Child Care. The Help Me Grow Liaison will help build a detailed Early Childhood Resource database, while setting up systems for quality improvement and maintenance. The Help Me Grow Liaison will work to promote awareness of child development, screening & referral practices across the community in order to increase the likelihood that families will monitor children’s development and seek prevention/early intervention services as needed.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT Agreement, 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 **July 1, 2020** and not later than **December 31, 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 Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Health Share of Oregon Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is issued to COUNTY by Health Share of Oregon, an Oregon nonprofit corporation. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$15,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.



10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Health Share of Oregon.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
  - i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
  - j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (December 31, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship 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) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General

Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage

provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.

- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- h) **Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO THE HEALTH SHARE HELP ME GROW GRANT AGREEMENT


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

**SUBRECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

By:   
Rose Fuller, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/4/2020

Dated: \_\_\_\_\_

**Approved budget and work plan:**

  
Adam Freer, Director  
Children, Family & Community Connections

Dated: June 8, 2020

- Exhibit A-1: Statement of Work
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Progress Report



June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #2 with  
Northwest Family Services for Student Resource Coordination

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) will provide a .60 FTE Student Resource Coordinator (SRC) to provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and their families. Amend #2 extends the end date and adds partial funding for another year.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds \$38,400 for a revised maximum of \$230,950. No County Staff are funded through this agreement.
<b>Funding Source</b>	Clackamas County Behavioral Health Fund balance via IAA #9715
<b>Duration</b>	July 1 2020-June 30 2021
<b>Previous Board Action/Review</b>	062019-A8
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 8, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 8642

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #2 for Agreement 8642 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies. A minimum of 50 youth and their families will be served through this Amendment #2.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Amendment #2 adds \$38,400 for a revised maximum of \$230,950.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

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Local Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

Local Subrecipient Agreement Number: 8642	Board Order Number: 062019-A8
Department/Division: H3S-CFCC	Amendment No. 2
Local Subrecipient: Northwest Family Services	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Student Resource Coordination programming services.

This Amendment adds to the maximum compensation, updated the workplan and extends the duration of the grant.

Maximum compensation is increased by \$38,400 for a revised maximum of \$230,950. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

**AMEND:**

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 January 1, 2018 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than ***July 1, 2020*** 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.

**AMEND:**

4. **Grant Funds.** COUNTY's funding for this Agreement is county general funds.  
The maximum, not to exceed, grant amount that the COUNTY will pay is \$192,550.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

4. Grant Funds. COUNTY's funding for this Agreement is **Clackamas County Behavioral Health Fund Balance**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$230,950**.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**REPLACE:**

Exhibit B: Northwest Family Services – SRC Budget January 1, 2018 – June 30, 2020

**WITH:**

<b>EXHIBIT B: BUDGET</b>					
<i>Organization: Northwest Family Services</i>					
<i>Funded Program Name: Student Resource Coordination</i>			<i>Contract 8642</i>		
<i>Program Contact: Rose Fuller rfuller@nwfs.org</i>			<i>Amend 2</i>		
<i>Agreement Term: January 1, 2018 - June 30, 2021</i>					
<b>Approved Award Budget Categories</b>	<b>January 1, 2018 - June 30, 2019</b>	<b>July 1, 2019- June 30, 2020</b>	<b>July 1, 2020- June 30, 2021</b>	<b>Total Award Amount</b>	<b>Match</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (.60 FTE @\$40,000)	\$ 61,000.00	\$ 41,000.00	\$ 24,000.00	\$ 126,000.00	No match is required on this award
Supervision .10 FTE @ 58,000	\$ 8,550.00	\$ 5,700.00	\$ 3,866.69	\$ 18,116.69	
Clinical/Medical Supervision	\$ 5,400.00	\$ 3,600.00		\$ 9,000.00	
Fringe/Tax @ .24	\$ 17,988.00	\$ 12,072.00	\$ 6,688.00	\$ 36,748.00	
<b>Total Personnel Services</b>	<b>\$ 92,938.00</b>	<b>\$ 62,372.00</b>	<b>\$ 34,554.69</b>	<b>\$ 189,864.69</b>	
<b>Program</b>				\$ -	
Materials/Supplies	\$ 1,000.00	\$ 675.00	\$ -	\$ 1,675.00	
UAs (~60 youth/year x 3@\$12.2)	\$ 3,308.00	\$ 2,205.00	\$ -	\$ 5,513.00	
Equipment					
Phone/laptop + monthly phone (\$25)	\$ 3,050.00	\$ 1,200.00	\$ 225.00	\$ 4,475.00	
Insurance					
<b>Travel</b>				\$ -	
Mileage	\$ 4,935.00	\$ 3,290.00	\$ 450.00	\$ 8,675.00	
Travel/Training/Conference	\$ 1,125.00	\$ 750.00	\$ -	\$ 1,875.00	
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc)					
<b>Total Programmatic Costs</b>	<b>\$ 13,418.00</b>	<b>\$ 8,120.00</b>	<b>\$ 675.00</b>	<b>\$ 22,213.00</b>	
<b>Administration</b> (accounting audit IT Insurance facilities, etc)	\$ 9,644.00	\$ 6,058.00	\$ 3,170.31	\$ 15,702.00	
<b>Total Grant Costs</b>	<b>\$ 116,000.00</b>	<b>\$ 76,550.00</b>	<b>\$ 38,400.00</b>	<b>\$ 230,950.00</b>	

**ADD:**

Exhibit C-1: Northwest Family Services – Student Resource Coordination Financial Report and Reimbursement Request July 1, 2020 – June 30, 2021

<b>EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST</b>					
<b>Organization:</b> Northwest Family Services			<b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b> 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report showing numbers served and activities conducted during the month of request ( The Monthly Activity Report is NOT required on months when quarterly reports are due ).		
<b>Funded Program Name:</b> Student Resource Coordination					
<b>Program Contact:</b> Rose Fuller rf Fuller@nwfs.org					
<b>Agreement Term:</b> July 1, 2020 - June 30, 2021					
<b>Contract #8642 Amend 2</b>		<b>Claim Period</b>			
<b>Approved Award Budget Categories</b>		<b>Approved Budget 7/1/20-6/30/21</b>	<b>MONTHLY EXPENDITURE</b>	<b>PREVIOUSLY REQUESTED</b>	<b>BALANCE REMAINING</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (.6 FTE @\$40,000)		\$ 24,000.00	\$ -	\$ -	\$ 24,000.00
Supervision .10 FTE @ 58,000		\$ 3,866.69	\$ -	\$ -	\$ 3,866.69
Clinical/Medical Supervision		\$ -	\$ -	\$ -	\$ -
Fringe/Tax @ .24		\$ 6,688.00	\$ -	\$ -	\$ 6,688.00
<b>Total Personnel Services</b>		<b>\$ 34,554.69</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,554.69</b>
<b>Program</b>					
Materials/Supplies		\$ -	\$ -	\$ -	\$ -
UAs (~60 youth/year x 3@\$12.2)		\$ -	\$ -	\$ -	\$ -
Equipment					
Phone/laptop + monthly phone (\$25)		\$ 225.00	\$ -	\$ -	\$ 225.00
Insurance					
<b>Travel</b>					
Mileage		\$ 450.00	\$ -	\$ -	\$ 450.00
Travel/Training/Conference		\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>					
<b>Total Programmatic Costs</b>		<b>\$ 675.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 675.00</b>
<b>Administration</b> (accounting audit IT Insurance, facilities, etc )		\$ 3,170.31			\$ 3,170.31
<b>Total Grant Costs</b>		<b>\$ 38,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,400.00</b>
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.					
<b>CERTIFICATION</b>					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					

**ADD:**

Exhibit A-2: Northwest Family Services – Student Resource Coordination Work Plan Quarterly Report for July 1, 2020 – June 30, 2021

**Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report**

**Provider:** Northwest Family Services  
**Activity:** Student Resource Coordination  
**Contact:** Jenna Napier  
**Contract Period:** July 1, 2020-June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep20	Oct-Dec20	Jan-Mar21	Apr-Jun21
June 30, 2021 provide pre-assessment and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 50 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. **Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)	# youth assessed/referred				
		# youth connected				
		# families served				
		# families connected				
By June 30, 2021 provide standard D&A assessment to a minimum of 30 youth suspected of drug/alcohol use and provide ASAM level .5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 25 youth identified as using drugs/alcohol.	85% of youth will demonstrate reduction in 30-day use. **Measured by random UA and program data  85% of youth will demonstrate improved attendance. **Measured by Synergy or other school data collection system  85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. **Measured by program records and youth survey responses	# youth assessed				
		# youth receiving ASAM .5-1.0 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				
		# youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports				
By June 30, 2021, provide support and referral to resources to a minimum of 15 parents of youth served	85% of parents of youth served will be referred to a minimum of 2 additional resources and/or supports	# parents served				
		# parents connected to 2 additional supports/resources				

1. Provide narrative about drug/alcohol prevention educational activities that were offered, if any, where these occurred and how many youth were served, etc.
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/assistance needed to overcome these).
3. Provide narrative about successes/compelling stories during the quarter



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

**AGENCY**

Northwest Family Services  
6200 SE King Rd  
Portland, OR 97222

By:   
Rose Fuller, Executive Director

Date: 6/08/2020

**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 and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
\_\_\_\_\_  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: June 8, 2020

June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Change Order #3 between Clackamas County and  
Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project**

<b>Purpose/ Outcome</b>	Change Order #3 will allow for continued services with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy. The address is 39831 Highway 26, Sandy, Oregon 97055.
<b>Dollar Amount and Fiscal Impact</b>	<p>Original Ankrom Moisan Contract Amount:.....\$190,700</p> <p>Change Order No.1-H3S Approved for Zoning Change:.....\$ 18,113 (9.5%)</p> <p>Ankrom Moisan Contract Subtotal:.....\$208,813</p> <p>Change Order No.2-BCC Approved Land Use Issues:.....\$ 43,955 (32%)</p> <p>Ankrom Moisan Contract Subtotal:.....\$252,768</p> <p>Change Order No.3-BCC Pending Design Review Costs:.....\$ 23,483 (44.9%)</p> <p>New Ankrom Moisan Contract Total:.....\$276,251</p> <p><b>No County General Funds will be used for this project.</b></p>
<b>Funding Source</b>	Health Centers - Fund Balance
<b>Duration</b>	August 2019 through October 2020.
<b>Previous Board Action/ Review</b>	The BCC approved Ankrom Moisan Architects Contract on August 15, 2019. The BCC approved Change Order #2 on December 5, 2019.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	The Professional Services Contract was approved by Counsel on August 5, 2019.
<b>Contact Person(s)</b>	Mark Sirois – Community Development Division: Ext. 5664 Deborah Cockrell – Health Clinics: Ext. 5495
<b>Contract No.</b>	H3S 9429

**BACKGROUND:** The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #3 regarding the Professional Services Contract with Ankrom Moisan for the redevelopment of the newly purchased 6,700 square foot, vacant building located at 39831 Highway 26, Sandy, Oregon. The building will to be used as a Primary Care and Behavioral Health Clinic.

This Change Order #3 is required for the City of Sandy Design Review Process. This Change Order is instrumental for the expansion of the existing building for an additional 2,000 square feet. This Change Order includes; work with the City to resolve questions and issues on the County’s behalf, for Design Review, and Filing Fees. Therefore, County Staff have reviewed the additional costs and support this Change Order for \$23,483 dollars. This Change Order is an increase of (12.9%) to the total Ankrom Moisan Professional Services Contract.

The Board of County Commissioners approved the purchase of this building at the April 16, 2019 business meeting. The County closed on the property on August 22, 2019.

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

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

Ankrom Moisan was selected through a competitive RFP process. Their services are to redesign the existing structure, contract administration, project management, supervise the structural engineer and construction oversight. County Staff will work closely with Ankrom Moisan on all issue of the project.

**RECOMMENDATION:** We recommend the approval of this Amendment to the Professional Service Contract via Change Order #3 with Ankrom Moisan and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Director / For". The signature is stylized and cursive.

Richard Swift, Director  
Health, Housing and Human Services

## CHANGE ORDER FORM

Ankrom Moisan, LLC  
38 NW Davis Street, Suite 300  
Portland, OR 97209

Com. Dev. / Health Ctrs.  
 Ankrom Moisan  
 H3S Director

---

Project Name: Design of Sandy Health Clinic  
Project Address: 39831 Highway 26  
Sandy, OR 97055

Change Order No.: **3**  
Contract Date: **8/19/2019**  
Change Order Date: **5/26/20**  
End of Contract: **9/30/2020**

To: Clackamas County Com. Dev. / Health Ctrs.  
2051 Kaen Road, Suite #245  
Oregon City, Oregon 97045

H3S Database Contract No.:  
**9429**

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The following change(s) have been authorized by Clackamas County Health Centers. *See the attached letter provided by Ankrom Moisan Architects showing the schedule of fees associated with increases to their existing Professional Services Contract with Clackamas County H3S-Health Centers. These items 1 through 4 are deemed as necessary and vital for the Sandy Clinic Project, known as Change Order No. 3.*

1. Ankrom Moisan Architects/ Technology Services Engineering.....	\$ 4,800.00
2. Ankrom Moisan Architects/ Design Review Land Use Services-Time.....	\$ 15,000.00
3. Ankrom Moisan Architects/ Design Review Filing Fees.....	\$ 3,483.00
4. Ankrom Moisan Architects/ Reimburables for printing/ mileage.....	\$ 200.00
<b>Total Additional Fees to the Ankrom Moisan Architects Contract.....</b>	<b>\$ 23,483.00</b>

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Original Contract Price .....	\$190,700.00
Net Change by Previous Change Order(s) No.1 & 2.....	\$ 62,068.00
Contract Price prior to this Change Order .....	\$252,768.00
Contract Price will be (increased) ( <del>unchanged</del> ) by Change Order No. 3 .....	\$ <b>23,483.00</b>
The new Contract Price including this Change Order will be .....	\$276,251.00

The Contract Time will be increased by this Change Order (**0**) calendar days. The date of Final Completion as of the date of this Change Order therefore is (**N/A**).

---

[Signature Page Follows]



Approved:

by:  5/27/2020  
Lori Kellow, Project Architect (date)  
Ankrom Moisan Architects

Approved:

by: see attached email 5/27/2020  
Deborah Cockrell, FQHC (date)  
Clackamas County Health Centers

Approved:

by:  5/27/2020  
Steve Kelly, Project Coordinator (date)  
Clackamas County Com. Dev.

Approved:

by: \_\_\_\_\_  
Richard Swift, Director (date)  
Health, Housing & Human Services  
Department



June 25, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement  
with the Canby Adult Center to Provide Older Americans Act Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$74,833 for a revised agreement maximum of \$291,854. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 13, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A3, 043020-A5
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9269; Subrecipient #20-001

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

Page 2 – Staff Report: H3S#9269  
June 25, 2020

This amendment adds \$74,833 in funding for the 2019-20 fiscal year effective April 13, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

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

Respectfully submitted,



*Richard Swift, H3S Deputy FOR*

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9269 Subrecipient #: 20-001 Board Agenda #: 60619-A3, 043020-A5

Division: Social Services

Amendment Number: 3

Contractor: Canby Adult Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$74,833.

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This Amendment #3, when signed by the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 13, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$217,021**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$187,771** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of

Canby Adult Center

Subrecipient Grant Agreement #20-001, Amendment 3

Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$291,854**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$237,804** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** is for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization. The COUNTY's funding of **\$20,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

**12. Major Disaster Declaration number DR4499OR Agreement Provisions.**  
**County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor**

Canby Adult Center

Subrecipient Grant Agreement #20-001, Amendment 3

***on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.***

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

**CANBY ADULT CENTER**  
Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds					STF	5310 Funds								STF Funds
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CN	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH		16ACRNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award						23194		N/A													
Case Management	\$2,035	\$1,550						\$225										167.25 hrs	\$3,811	\$23.12/hr	
Reassurance	\$1,022	\$1,550						\$114										123	\$2,686	\$20.86	
Info. & Assistance	\$9,010							\$1,002										663	\$10,012	\$13.58	
Public Outreach	\$150							\$17										7	\$167	\$21.43	
Transportation - OAA	\$0							\$0									\$842	1,684	\$842	\$0.00	
Evidence based Health & Wellness Program							\$10,700	\$0		\$0								142.5	Classes	\$10,700	\$75.04
National Diabetes Prevention Program											\$2,100						\$0	26	Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist								\$0				\$25,475					\$1,456	2,911	\$26,931	\$8.75	
Non Medical Tri Transportation								\$0						344	706			75	\$1,050	\$14.00	
Ride Connection Vehicle Maintenance								\$1,200					\$4,800.00					N/A	36,000	N/A	
OAA Meal Site Management			\$23,171		\$33,630			\$6,338										38,000	\$63,338	\$1.50	
Food Service - OAA & NSIP			\$21,471		\$31,349			\$5,874	\$23,940								\$36,480	38,000	\$119,114	\$2.02	
OP: HDM										\$0								0	\$0		
LIEAP Intakes								\$0								\$625		25	\$625	\$25.00	
<b>TOTALS</b>	<b>\$12,217</b>	<b>\$3,100</b>	<b>\$44,642</b>	<b>\$0</b>	<b>\$65,178</b>	<b>\$23,194</b>	<b>\$10,700</b>	<b>\$14,771</b>	<b>\$23,940</b>	<b>\$0</b>	<b>\$2,100</b>	<b>\$25,475</b>	<b>\$4,800</b>	<b>\$344</b>	<b>\$706</b>	<b>\$625</b>	<b>\$38,176</b>		<b>\$247,375</b>		

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount:           \$217,021          

Federal Award Totals           187,771





June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement  
with Hoodland Senior Center to Provide Social Services for Clackamas  
County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$15,099. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #93157; Subrecipient #20-003

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$15,099 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

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

Respectfully submitted,



H3S Deputy / FOR

Richard Swift, Director

Health Housing & Human Service





Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9316 Subrecipient #: 20-005 Board Agenda #: 061319-A3

Division: Social Services

Amendment Number: 3

Contractor: Hoodland Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$15,099.

---

This Amendment #3, when signed by the Hoodland Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$79,835**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$34,400** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation



administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$41,785** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$98,681**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$53,246** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- a. **Other Funds.** The COUNTY's funding of **\$41,785** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

**12. Major Disaster Declaration number DR4499OR Agreement Provisions.**  
**County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor**

***shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.***

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

**Hoodland Senior Center**  
Fiscal Year 2019-20

	OAA III B	OAA IIIB	OAA IIIC1	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	STF				5310 Funds						
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	FF Act	16AAORT3HD	FF & CARES Acts	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award						2,747		N/A								\$2,747	
Case Management	853	500						95							85.1	\$1,448	\$15.89
Reassurance	1,060	500						118							99	\$1,678	\$15.82
Information & Assistance	3,122							347							425	\$3,469	\$7.34
Public Outreach	250							28							5	\$278	\$50.00
Transportation - OAA	1,000							111							200	\$1,111	\$5.00
OAA/NSIP Food Service			2520		4410			771	2,835					4,320	4,500	\$14,856	\$2.15
OAA Meal Prog. Mngt			2782		4868			851							4,500	\$8,501	\$0.62
OPI HDM							0								0	\$0	\$0.00
Evidence Based Health & Wellness Programs							10,700	0		0					142.6 Classes	\$10,700	\$59.44
Transp. - Ride Con Out of Dist.								0			4,674			283	567	\$4,957	\$8.25
STF - Van/Vol or Taxi								0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint								600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins								\$0					1250		50	\$1,250	\$25.00
<b>TOTALS</b>	<b>\$6,285</b>	<b>\$1,000</b>	<b>\$5,303</b>	<b>\$0</b>	<b>\$9,277</b>	<b>\$2,747</b>	<b>\$10,700</b>	<b>\$2,920</b>	<b>\$2,835</b>	<b>\$0</b>	<b>\$41,785</b>	<b>\$2,400</b>	<b>\$1,250</b>	<b>\$5,341</b>		<b>\$91,843</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount                     \$83,582

Federal Award Totals                     \$36,800

To Read

Hoodland Senior Center  
Fiscal Year 2019-20

Hoodland Senior Center  
Subrecipient Grant Agreement #20-005, Amendment 3

Page 5 of 6

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IIID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
										STF Funds	5310 Funds OR-65-012					
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	FF & CARES Act	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award		1,825			2,747		N/A								\$4,572	
Case Management	853	500					95							85.1	\$1,448	\$15.89
Reassurance	1,060	500					118							99	\$1,678	\$15.82
Information & Assistance	3,122						347							425	\$3,469	\$7.34
Public Outreach	250						28							5	\$278	\$50.00
Transportation - OAA	1,000	1,000					111							200	\$2,111	\$5.00
OAA/NSIP Food Service			2,161	3,781	3,089		661	3,695					5,630	5,865	\$19,018	\$1.96
OAA Meal Prog. Mngt.			2,386	4,174	7,422		730							5,865	\$14,712	\$0.41
Site Purchased Meals - Restaurant					480		0							60	\$480	\$8.00
OAA Nutrition Supplies					2,500		\$0							0	\$2,500	
Evidence Based Health & Wellness Programs						10,700	0		0					142.6 Classes	\$10,700	\$59.44
Transp. - Ride Con Out of Dist.							0			4,674			283	567	\$4,957	\$8.25
STF - Van/Vol or Taxi							0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint							600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins							\$0					1,250		50	\$1,250	\$25.00
<b>TOTALS</b>	<b>\$6,285</b>	<b>\$3,825</b>	<b>\$4,547</b>	<b>\$7,956</b>	<b>\$16,238</b>	<b>\$10,700</b>	<b>\$2,689</b>	<b>\$3,695</b>	<b>\$0</b>	<b>\$41,785</b>	<b>\$2,400</b>	<b>\$1,250</b>	<b>\$6,651</b>		<b>\$108,022</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount \$98,681

Federal Award Totals \$39,408

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<b>Hoodland Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By: _____ Judith Norval, Board Chair	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ Date	<b>Signing on Behalf of the Board:</b>
<b>Approved as to content:</b>	_____
_____ Ella Vogel, Center Manager	Richard Swift, Director Health, Housing & Human Services Dept.
_____ Date	_____ Date

June 25, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail  
and Public Transit Division, for FTA 5311 Rural Transportation Funds  
for COVID related Operations of Mt Hood Express

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$117,691. These funds will be used to pay for COVID related operation expenses of the Mt Hood Express bus service. No match is required.
<b>Funding Source</b>	Federal Transit Administration 5311 Rural Transportation Funds
<b>Duration</b>	Effective upon execution and terminates on June 30, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 6/2/20
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9767

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and administrative leave. Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. The funds were allocated by formula to existing 5311 transit service providers.

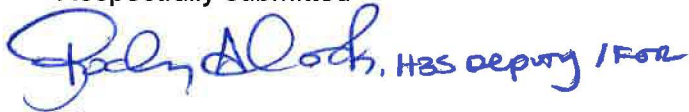
No match is required for these funds. The agreement was approved by County Counsel on June 2, 2020 and by EOC Command on June 10<sup>th</sup>, 2020.



**RECOMMENDATION:**

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

Respectfully submitted

Handwritten signature in blue ink that reads "Kelly Alcock, H3S deputy / For". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **May 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$117,691.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$117,691.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

Recipient 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;



- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- b. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- c. **Amendments.** This Agreement may be amended or extended only by a written



instrument signed by both Parties and approved as required by applicable law.

- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon  
Agreement No. 34189

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Clackamas County**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Christopherson  
Social Services Department  
Oregon City, OR 97045  
1 (503) 650-5718  
teresachr@co.clackamas.or.us

**State Contact:**

Jason Kelly  
555 13th Street NE  
Salem, OR 97301  
1 (503) 731-3320  
Jason.d.kelly@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Theresa Conley

Date \_\_\_\_\_ 05/12/2020

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A



# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department: H3S/SSD Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No  
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 5311 CARES Rural Transportation Funds  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Teresa Christopherson  
Requestor Contact Information: x5718 teresachr@clackamas.us  
Department Fiscal Representative: Jennifer Snook  
Program Name or Number (please specify): 5353  
Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached:  Yes  No

Completed By: Teresa Christopherson Date: 6/8/2020

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

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

Competitive Grant  Non-Competing Grant  Other Funding Agency Award Notification Date: N/A  
CFDA(s), if applicable: N/A  
Announcement Date: 4/9/2020 Announcement/Opportunity #: N/A  
Grant Category/Title: 5311 Formula CARES funds Max Award Value: \$117,691  
Allows Indirect/Rate: N/A Match Requirement: No match required  
Application Deadline: N/A Other Deadlines: \_\_\_\_\_  
Grant Start Date: Upon signature Other Deadline Description: \_\_\_\_\_  
Grant End Date: 6/30/2021  
Completed By: Teresa Christopherson Program Income Requirement: None  
Pre-Application Meeting Schedule: N/A



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

**Mission/Purpose:**

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

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, administrative leave, and supplies and equipment such as PPE

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

There are no other public transit providers in this area.

*3. What are the objectives of this grant? How will we meet these objectives?*

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue.

*4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

**Organizational Capacity:**

*1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

We have adequate staffing for this program.

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

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

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

N/A

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

N/A

**Collaboration**

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

N/A

**Reporting Requirements**

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

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

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

We will continue to collect performance data to inform the operations and future of the public transit service.

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

No changes from current reporting for the 5311 operations formula grant.

**Fiscal**

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

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety measures.

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

N/A

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

N/A

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

N/A

Program Approval:

Teresa Christopherson

6/2/2020

*Teresa D Christopherson*

Name (Typed/Printed)

Date

Signature

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

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

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin	6/2/2020	<i>Brenda Durbin (approved by email)</i>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Rodney A. Cook	6/9/2020	<i>Rodney A. Cook, H3S Deputy</i>
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Toni Hessevick	6/8/2020	Toni Hessevick
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

---

County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**

# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Application for:  Subrecipient funds  Direct Grant

Lead Department: H3S/SSD Grant Renewal?  Yes  No  
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 5311 CARES Rural Transportation Funds

Funding Source:  Federal  State  Local: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Teresa Christopherson

Requestor Contact Information: x5718 teresachr@clackamas.us

Department Fiscal Representative: Jennifer Snook

Program Name or Number (please specify): 5353

Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

### OR

Application Packet Attached:  Yes  No

Completed By: Teresa Christopherson Date: 6/8/2020

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

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

Competitive Grant  Non-Competing Grant  Other Funding Agency Award Notification Date: N/A

CFDA(s), if applicable: N/A

Announcement Date: 4/9/2020 Announcement/Opportunity #: N/A

Grant Category/Title: 5311 Formula CARES funds Max Award Value: \$117,691

Allows Indirect/Rate: N/A Match Requirement: No match required

Application Deadline: N/A Other Deadlines: \_\_\_\_\_

Grant Start Date: Upon signature Other Deadline Description: \_\_\_\_\_

Grant End Date: 6/30/2021

Completed By: Teresa Christopherson Program Income Requirement: None

Pre-Application Meeting Schedule: N/A

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

**Mission/Purpose:**

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

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, administrative leave, and supplies and equipment such as PPE

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

There are no other public transit providers in this area.

*3. What are the objectives of this grant? How will we meet these objectives?*

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue.

*4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

**Organizational Capacity:**

*1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

We have adequate staffing for this program.

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

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

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

N/A

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

N/A

**Collaboration**

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

N/A

**Reporting Requirements**

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

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

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

We will continue to collect performance data to inform the operations and future of the public transit service.

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

No changes from current reporting for the 5311 operations formula grant.

**Fiscal**

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

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety measures.

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

N/A

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

N/A

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

N/A

Program Approval:

Teresa Christopherson

6/2/2020

*Teresa D Christopherson*

Name (Typed/Printed)

Date

Signature

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

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



**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin	6/2/2020	<i>Brenda Durbin (approved by email)</i>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Rodney A. Cook	6/9/2020	<i>Rodney A. Cook, H3S Deputy</i>
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Toni Hessevick	6/8/2020	Toni Hessevick
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

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

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

BCC Agenda Item #:

Date:

OR

Policy Session Date:



\_\_\_\_\_  
County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**

June 25, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #12 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #12 provides funding of the LPHA for FY20-21.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$3,468,990. bringing the contract maximum value to \$7,463,899.
<b>Funding Source</b>	Funding through the State - No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 4, 2020
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – (503) 655-8479
<b>Contract No.</b>	9329-12

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #12 provides the funding of the LPHA for FY20-21. Contract is increased by \$3,468,990. bringing the contract maximum value to \$7,463,899.

This contract is effective July 1, 2020 and continues through June 30, 2021.

Page 2 Staff Report  
June 4, 2020  
Agreement #9329-12

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing, and Human Services

EOC and County Counsel Approval

**From:** Rastetter, Kathleen  
**Sent:** Thursday, June 4, 2020 1:03 PM  
**To:** EOC, EOCCommand <EOCCommand@clackamas.us>; Naylor, Andrew <ANaylor@clackamas.us>  
**Cc:** Weber, Jeanne <JWeber2@clackamas.us>  
**Subject:** RE: LPHA Amendment #12

Approved.  
KR

Kathleen J. Rastetter, Senior County Counsel  
2051 Kaen Rd., Oregon City, OR 97045  
[kathleenras@clackamas.us](mailto:kathleenras@clackamas.us)

**From:** EOC, EOCCommand <[EOCCommand@clackamas.us](mailto:EOCCommand@clackamas.us)>  
**Sent:** Thursday, June 4, 2020 12:50 PM  
**To:** Naylor, Andrew <[ANaylor@clackamas.us](mailto:ANaylor@clackamas.us)>; Rastetter, Kathleen <[KathleenRas@clackamas.us](mailto:KathleenRas@clackamas.us)>  
**Cc:** Weber, Jeanne <[JWeber2@clackamas.us](mailto:JWeber2@clackamas.us)>  
**Subject:** FW: LPHA Amendment #12  
**Importance:** High

Please review and approve. Command has approved.

Tracy Goodrich  
(503) 650-3351  
Command Section Administrative Assistant  
Clackamas County Emergency Operation Center  
[eoccommand@clackamas.us](mailto:eoccommand@clackamas.us)

**From:** Weber, Jeanne <[JWeber2@clackamas.us](mailto:JWeber2@clackamas.us)>  
**Sent:** Thursday, June 4, 2020 11:34 AM  
**To:** EOC, EOCCommand <[EOCCommand@clackamas.us](mailto:EOCCommand@clackamas.us)>  
**Subject:** LPHA Amendment #12  
**Importance:** High

Good Morning

Attached is the revised Amendment #12 to PH's Local Public Health Authority (LPHA) Agreement #159803. This contains our funding for FY20-21. Though there is not a direct line item for COVID funding, as this falls under Program Element #01, there are many references to COVID throughout the document.

As has been protocol, I am processing via the EOC. This item needs County Counsel review and approval. As previously stated Kathleen Rastetter has already reviewed the boilerplate. They revised the language in Exhibit D item 3. There is urgency on this review as I must submit to the BCC.

Please let me know if you have any questions.

Regards,

Jeanne Weber, OPBC, OSPC, CATC  
Sr. Management Analyst





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

AGREEMENT #159803

AMENDMENT #12

**AMENDED AND RESTATED  
2019-2021 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County , the Local Public Health Authority for Clackamas County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2019, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

**RECITALS**

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:



**AGREEMENT**

- 1. Effective Date and Duration.** This Amended and Restated Agreement shall become effective on July 1, 2020 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

[Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

[Exhibit G Required Federal Terms and Conditions](#)

[Exhibit H Required Subcontract Provisions](#)

[Exhibit I Subcontractor Insurance Requirements](#)

[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

**3. SIGNATURES.**

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

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

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2020, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

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

**EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

June 25, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #09 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #09 adds Program Element (PE) 01-05 and provides funding for COVID-19 Monitoring.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$1,218,118.00. bringing the contract maximum value to \$\$8,682,017.00.
<b>Funding Source</b>	Funding through the State - No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 30, 2020
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 10, 2020
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – (503) 655-8479
<b>Contract No.</b>	9329-09

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #09 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #09 adds PE01-05 and provides funding for COVID-19 Monitoring. Contract is increased by \$1,218,118. bringing the contract maximum value to \$8,682,017.00.

This contract is effective upon signature and continues through December 30, 2020.

Page 2 Staff Report  
June 4, 2020  
Agreement #9329-09

**RECOMMENDATION:**

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

Respectfully submitted,

 Gary A. Cook, H3S deputy / FOR

Richard Swift, Director  
Health, Housing, and Human Services



County Counsel Approval

**From:** Rastetter, Kathleen  
**Sent:** Wednesday, June 10, 2020 4:15 PM  
**To:** EOC, EOCCommand <EOCCommand@clackamas.us>; Naylor, Andrew <ANaylor@clackamas.us>; EOC, EOCLogistics <EOCLogistics@clackamas.us>  
**Cc:** Mason-Joyner, Philip <PMason@clackamas.us>; Weber, Jeanne <JWeber2@clackamas.us>  
**Subject:** RE: URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval

Approved.

Kathi

Kathleen J. Rastetter, Senior County Counsel  
2051 Kaen Rd., Oregon City, OR 97045  
[kathleenras@clackamas.us](mailto:kathleenras@clackamas.us)

**From:** EOC, EOCCommand <[EOCCommand@clackamas.us](mailto:EOCCommand@clackamas.us)>  
**Sent:** Wednesday, June 10, 2020 3:45 PM  
**To:** Naylor, Andrew <[ANaylor@clackamas.us](mailto:ANaylor@clackamas.us)>; Rastetter, Kathleen <[KathleenRas@clackamas.us](mailto:KathleenRas@clackamas.us)>  
**Cc:** Mason-Joyner, Philip <[PMason@clackamas.us](mailto:PMason@clackamas.us)>  
**Subject:** FW: URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval  
**Importance:** High

Hello Andrew and Kathi,

Please see the attached for review and approval.

Thank you,

Tiffany West  
(503) 650-3351  
Command Section Administrative Assistant  
Clackamas County Emergency Opertation Center  
[eoccommand@clackamas.us](mailto:eoccommand@clackamas.us)

**From:** Weber, Jeanne <[JWeber2@clackamas.us](mailto:JWeber2@clackamas.us)>  
**Sent:** Wednesday, June 10, 2020 3:17 PM  
**To:** EOC, EOCCommand <[EOCCommand@clackamas.us](mailto:EOCCommand@clackamas.us)>  
**Cc:** EOC, EOCLogistics <[EOCLogistics@clackamas.us](mailto:EOCLogistics@clackamas.us)>  
**Subject:** URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval  
**Importance:** High

Good Afternoon,

The attached needs county counsel review. This is urgent as it is a BCC item. Amendment #09 provides \$1,218,118. Funding for COVID-19 monitoring.

Regards,

*Jeanne Weber, OPBC, OSPC, CATC  
Sr. Management Analyst*





Agreement #159803



**NINTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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This Ninth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA is acquiring some services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs. This amendment is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Amendment.

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

**AGREEMENT**

1. Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace the information for PE01 as follows:

<b>PE NUMBER AND TITLE • SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
• <u>PE 01-04</u> LPHA COVID-19 Response	GF	N/A	N/A	N	N
• <u>PE 01-05</u> COVID-19 Active Monitoring	FF	TBD/Coronavirus Relief Fund	21.019	N	Y

2. Exhibit B Program Element #01 “State Support for Public Health” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

10. This Amendment becomes effective on the date of the last signature below.

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

11. **Signatures.**

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

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Exempt per Executive Order 20-03, “Declaration of Emergency Due to Coronavirus (COVID-19) Outbreak in Oregon”.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

**Attachment A  
Program Element Description**

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

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

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

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

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

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