

**COPY**

October 24, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

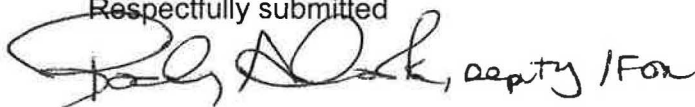
Approval of Board Order Approving the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Approval of Title VI Civil Rights Plan for Clackamas County Social Services' Division's transportation programs, including the Mt Hood Express and Transportation Reaching People, to comply with Federal Transit Administration requirements   |
| <b>Dollar Amount and Fiscal Impact</b> | N/A   |
| <b>Funding Source</b>                  | N/A   |
| <b>Duration</b>                        | Effective upon approval until October, 2022   |
| <b>Previous Board Action</b>           | Approve of Title VI Civil Rights Plan for Transportation Programs by Board Resolution 2015-88   |
| <b>Strategic Plan Alignment</b>        | 1. This resolution aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This resolution 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 7/1/19  |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641  |
| <b>Contract No.</b>                    | N/A   |

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a Title VI Civil Rights plan for transportation programs in order to comply with Federal Transit Administration requirements. Social Services Division receives funding from the Federal Transit Administration via the Oregon Department of Transportation's Rail and Public Transit Division, for its transportation programs, including the Mt Hood Express and the Transportation Reaching People program. The Federal Transit Administration requires that all recipients of federal funds complete a Title VI Civil Rights Plan specific to transportation programs to be in compliance with federal law. The plan including procedures for notifying the public of their rights, filing complaints, public participation, addressing the needs of citizens with limited English proficiency and analysis of services offered to ensure equity is considered in transportation decisions.

There is no fiscal impact to the implementation of this plan.

Respectfully submitted



Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)



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

In the Matter of Approving the  
Title VI Civil Rights Plan for  
Transportation Programs Operated  
By Clackamas County  
Social Services Division



Resolution No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, the Department of Health, Housing, and Human Services' Social Services Division of Clackamas County updated a 2014-2017 Title VI Plan that was approved by the Board of Commissioners on August 6, 2015 and

WHEREAS, it further appears that the approval of a Title VI Civil Rights Plan for transportation programs operated by the Department of Health, Housing and Human Services' Social Services Division is required to continue to receive Federal Transportation Administration and Oregon Department of Transportation's' Rail and Public Transit Division funding; and

WHEREAS, it further appears that any entity wishing to continue to operate public and community based transportation programs must be in compliance with federal law regarding Title VI Civil Rights requirements.

NOW THEREFORE BE IT RESOLVED that this document serve as notification to the Federal Transit Administration and Oregon Department of Transportation's Rail and Public Transit Division of Clackamas County's approval of its Social Services Division's Title VI Civil Rights Plan and its intent to fully implement all elements of that plan as required by law.

**DATED** this 24th day of October, 2019

**BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, OREGON**

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Jim Bernard, Chair

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Recording Secretary



**Clackamas County  
Social Services Division**



# **Title VI Civil Rights Plan**

*Effective 2019-2022*

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**Introduction**

Clackamas County Social Services Division (SSD) has been providing transportation services throughout the county for over 20 years. SSD currently operates two transportation programs: Transportation Reaching People and the Mt. Hood Express. SSD is also the lead agency for the Clackamas County Transportation Consortium.

The Transportation Reaching People (TRP) program is a demand response service that operates with Ride Connection owned vehicles and paid drivers as well as volunteer drivers operating personally owned vehicles and cab rides throughout the county. These services are available to seniors and persons with disabilities.

The Mt. Hood Express (MHX) is a public transit service operated between Sandy and the communities along Highway 26 to Government Camp and Timberline Lodge. The service has two elements. The Express service is a commuter service that provides six to seven runs daily between Sandy and Timberline with limited stops. The Villages Shuttle provides point deviated fixed route services in the Villages at Mt Hood area between Sandy and Rhododendron. These services are open to the general public.

SSD is the lead agency in a partnership called the Clackamas County Transportation Consortium. Senior and community centers in Sandy, Molalla, Estacada, Hoodland, Milwaukie, Oregon City, Gladstone, Lake Oswego, and Canby partner to provide demand response services in their communities. Consortium members provide rides in Ride Connection or center owned vehicles with paid drivers or dispatch volunteers from the TRP program. These services are available to seniors and persons with disabilities.

Looking toward the future, Clackamas County will be receiving funds from the State Transit Improvement Fund (STIF). HB2017 approved a payroll tax on all employees that will be used to fund public transit projects. All future transit projects funded under this new source will be conducted in compliance with Title VI requirements and will be included as part of this plan.

**Purpose**

Clackamas County Social Services Division (SSD) is deeply committed to providing equitable, nondiscriminatory, and accessible transportation services in all of its programs and to maintaining the highest standards of customer service with all of the communities it serves.

All services are provided in full compliance with FTA Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21. SSD's Title VI plan will outline the elements of compliance with applicable rules and regulations.



## Requirements

### **Title VI Notice to the Public**

SSD posts the following notice in its main lobby, in all vehicles operated by SSD and its partners, and on the county and MHX websites.

Clackamas County operates its programs without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law. To request additional information on Clackamas County Title VI nondiscrimination requirements or to file a complaint, please call (503) 655-8640 or email

[SocialServiceInformationComplaint@co.clackamas.or.us](mailto:SocialServiceInformationComplaint@co.clackamas.or.us)

**Clackamas County respeta los derechos civiles** Clackamas County opera sus programas sin importar la raza, edad, religión, color, sexo, país de origen, discapacidad física o mental, estado civil o de veterano, orientación sexual, identidad de género ni cualquier otra característica protegida por la ley de acuerdo al Título VI de la Ley de Derechos Civiles, ORS Capítulo 659A o cualquier otra ley aplicable. Para solicitar información adicional sobre el Título VI de Clackamas County, los requisitos de no discriminación, o para presentar una queja; favor de llamar al: (503) 655-8640 o por correo Electrónico a

[SocialServiceInformationComplaint@co.clackamas.or.us](mailto:SocialServiceInformationComplaint@co.clackamas.or.us)

**Округ Клакамас соблюдает гражданские права** Округ Клакамас предлагает услуги своих программ независимо от расового происхождения, возраста, вероисповедания, цвета кожи, пола, национальности, физических или психических функциональных нарушений, семейного положения или статуса ветерана войны, сексуальной ориентации, идентификации пола и любых других характеристик, подлежащих защите от дискриминации в соответствии с разделом VI закона США «О гражданских правах» и (или) разделом 659A свода законодательных постановлений правительства штата Орегон, а также предусмотренных любыми другими применимыми законами. Чтобы запросить дополнительную информацию о наших требованиях недискриминации в Разделе VI или подать жалобу, пожалуйста, звоните (503)655-8640 или по электронной почте [SocialServiceInformationComplaint@co.clackamas.or.us](mailto:SocialServiceInformationComplaint@co.clackamas.or.us)

### **Title VI Complaint Procedure**

Any person who believes that he or she has been discriminated against on the basis of race, color, national origin, or any other characteristic protected by law by Clackamas County Social Services Division (SSD) may file a Title VI complaint by completing and submitting a Title VI Complaint form. This form, attached as part of Appendix A, is available to county staff on the SSD intranet. SSD investigates all Title VI complaints received no more than 180 days after the alleged incident. SSD will process complaints that are complete. If an individual is unable to complete the form for any reason, a verbal complaint will be filed on the individual's behalf and appropriate assistance will be rendered by staff to assist in obtaining the necessary information, including providing translation or interpretation services (see SSD Grievance procedure included as part of Appendix A and LEP policy in Appendix B).

Once a complaint is received, SSD will review the complaint to determine if SSD has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by SSD.

SSD has 30 days to investigate the complaint. If more time is needed to resolve the case, SSD may contact the complainant. The complainant has 10 business days from the date of the request for additional information to respond to the investigator. If the investigator does not receive the requested information within 10 business days, the investigator can administratively close the case. A case can be administratively closed if the complainant no longer wishes to have the case reviewed.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the LOF to do so.

Clackamas County also has a Title VI plan for the entire scope of county services. The plan and complaint forms can be found on the county website:

<https://www.clackamas.us/diversity/titlevi.html>

Complaints may also be filed directly with Clackamas County:

Civil Rights Coordinator  
Clackamas County, County Administration,  
2051 Kaen Rd., Suite 450, Oregon City, OR 97045  
[edi@clackamas.us](mailto:edi@clackamas.us)  
503-655-8581

Complaints may also be directly filed with the Federal Transit Administration:

FTA Office of Civil Rights  
1200 New Jersey Ave. SE  
Washington DC 20590  
[www.fta.dot.gov/contact-us.html](http://www.fta.dot.gov/contact-us.html)

TTY: 1-800-8778339  
Voice 1-866-377-8642  
VCO: 1-877-877-6280

**Transit Related Title VI Investigations, Complaints and Lawsuits List:**

Clackamas County Social Services Division (SSD) will maintain a complete log of all Title VI complaints received related to transit civil rights complaints. This list will be submitted to Oregon Department of Transportation Rail and Public Transit Division on an annual basis.

The log will include the following elements:

- Date of complaint
- Summary of allegation(s)
- Actions taken in response to the complaint
- Final outcome (if resolved)

The log will include the following:

- Active investigations by the FTA, SSD or other entity based on race, color or national origin discrimination allegations
- Lawsuits based on race, color or national origin discrimination allegations
- Complaints naming SSD which are based on race, color or national origin discrimination allegations

The log is included as Appendix C.

**Public Participation Plan**

Clackamas County Social Services' governing board, the Clackamas County Board of County Commissioners, typically meets on a weekly basis. Their weekly agenda is published online and made available in other formats as requested. These meetings follow public meeting law and are open to the public.

SSD's four advisory boards, the Community Action Board, the Area Agency on Aging Advisory Council, the Developmental Disabilities Advisory Board and the Veterans Services Advisory

Council, all meet on a monthly basis. Information about these meetings, including agenda items related to transportation services, is published online and available in alternate format upon request. These meetings are open to the public and public attendance and comment is welcome and encouraged.

In addition, Clackamas County has formed a new advisory committee specifically to address new funding for public transit as a result of HB2017 (State Transit Improvement Fund "STIF"). The new committee, the HB2017 Transit Advisory Committee, has been approved under an agreement with Clackamas County, City of Canby, City of Sandy, South Clackamas Transportation District and the City of Wilsonville. This group will provide recommendations to TriMet as the Qualified Entity for Clackamas County for transit projects to be approved for STIF funding. The group includes representatives from transit providers, as well as members representing seniors, low income households, persons with disabilities, and educational institutions. The meetings follow public meeting law and are open to the public. Meetings also include time for public comment.

SSD welcomes public comment and participation for all of its programs. In addition to the steps taken in regards to our governing board and advisory boards, we also provide multiple opportunities for public participation. Strategies we have used in the past include open houses, participation in public events and meetings, surveys, and press releases.

Specific projects or changes to service will each have a public participation plan associated with that process. For example, a proposed time change on a route on the Mt Hood Express will include a plan to provide public input including but not limited to: presenting the plan for feedback at a Villages at Mt Hood meeting and at the Sandy Transit Advisory Committee, publishing information about the proposed change and how to submit feedback in the local newspaper, posting the information on the MHX website and on the MHX Twitter account, and outreach through a variety of events to the general public and to partner agencies, including the informal Mt Hood Transit Advisory group. All public outreach strategies include compliance with our LEP policies (see Appendix B) as well as SSD's Accessibility Policy (also contained in Appendix B) to provide full access to all members of the public.

To review the public participation plan for a particular project or service change, please contact the Administrative Services Manager, at 503-650-5718.

## **Language Assistance Plan**

### **Four Factor Analysis**

**Factor 1. Demography:** Clackamas County is located in the heart of the Metro region with both urban and rural areas spread over 1,800 square miles. According to the 2010 Census report population in Clackamas County was 375,992 and expected to increase to over 416,000 by 2018. The population above the age of 65 makes up approximately 11% of the total population.

According to the U.S. Census Bureau 2013-2017 American Community Survey, 5.8% of Clackamas County residents five years and older speak Spanish or Spanish Creole and 12.1% speak languages other than English. The most common broad based non-English languages spoken are Spanish (22,019 speakers), Indo-European (12,348 speakers) and Asian and/or Pacific Island (10,153 speakers). Of our residents, 4.2% speak English “less than well.”

**Factor 2. Frequency:** The U.S. Census Bureau data identified Spanish as the most prevalent language spoken by LEP individuals in Clackamas County. The data further reveals that LEP individuals comprise of 4.4% or less of the County’s population. Language services are available upon request to any persons utilizing the transportation option.

Periodic surveys of transportation clients of the Mt Hood Express (MHX) and Transportation Reaching People (TRP) document the minority populations that utilize these transportation services. In 2018, the MHX reported 79.37% white/Caucasian 9.52% Hispanic/Latino, 10.32% Native American/American Indian, 3.17% Black/African American and 7.14% other ridership. During FY18, TRP reported 1.2% African American, 1.1% American Indian, 2.3% Asian and 1.9% Hispanic riders for their service.

**Factor 3. Importance:** Transportation is an essential resource for our citizens to be able to get to work, school, medical appointments and other needed services. Our programs are designed to provide an enhanced level of transportation service in the communities we serve. Through outreach, we encourage individuals and families to participate in various programs offered by SSD, including transportation. Outreach activities range from press releases about programs, attendance and participation in community events and providing information to various partner organizations who work with specific populations.

**Factor 4. Resources:** Clackamas County Social Services has provided translation and interpretation services for its clients and customers for many years. The policy and procedure associated with these services is included in the Limited English Proficiency Plan included as Appendix B. This plan is reviewed and amended as needed by the SSD management team on an annual basis or more frequently if needed. All staff members are required to follow the policies and procedures outlined in the plan. Any customer requesting interpretation or translation services will be provided those services free of cost. Information about obtaining interpretation or translation services is posted on websites and in our lobby.

For fixed route services, schedules are available in Spanish on the website and made available at all schedule distribution locations. The schedules include information about how to contact both the contractor and SSD for reasonable accommodations, including interpretation and translation services. For example, Clackamas County has translated schedules into Braille to meet the needs of several riders.

### **Minority Representation Table**

Governing Body: Clackamas County Social Services Division is governed by the Clackamas County Board of County Commissioners, a publicly elected board.

Advisory Boards: SSD maintains four appointed advisory boards. Membership in the board is confirmed by the BCC. All board members will be asked to complete a Title VI Minority Representation Data Collection Form each September during the new fiscal year board orientation. The Clackamas County website lists all the advisory boards and what each board is responsible for on the County Website. Many of the boards advise that all are welcome, and each board advises to contact Clackamas County for additional information. As a whole the County encourages everyone to be an active participant in County lead programs. Please refer to Appendix D for the Data Collection form and the summary of minority representation table. This table will be updated annually.

### **Facility Location Equity Analysis**

Clackamas County Social Services Division will complete a fully compliant Title VI Equity Analysis during the planning phase of a project to ensure a location is selected in a non-discriminatory manner.

### **Fixed Route Service Standards**

#### **Vehicle Load Standards**

For the Mt Hood Express, the average of all loads during the peak operating period does not exceed the vehicles achievable capacities. The Express service is operated using buses with 37 seats and two wheelchair stations with a maximum of **nine** standees. The Villages shuttle service is operated with cutaways with 16 seated and two wheelchair stations with a maximum of **four** standees.

Standing passenger capacity is based on the weight capacity of the bus and is roughly one quarter the amount of seated capacity.

#### **Vehicle Headway Standards**

The Villages Shuttle operates four runs per day during seven days per week in the morning, early afternoon, late afternoon and evening. These times were designed to provide maximum flexibility to local residents seeking services within and outside the service area.

The Express services provides seven runs seven days per week between the hours of 5am and 9pm and provides one additional run during the winter season (December-March) that extends service time to 11:15pm. Service times are variable throughout the day but are designed to provide a gap in service of no more than 2.5 hours during the day.

Scheduling has involved consideration of a variety of factors including ridership and projected use, jobs access, connections to the Sandy Area Metro and TriMet service, and feedback from

the public and various community partners. All schedule changes will be evaluated to determine their impact on various populations and this documentation will be maintained in program files.

#### **On-Time Performance Standards**

The Mt Hood Express expects a minimum of 95% on time performance on both the Express service and the Villages Shuttle. On-time performance is considered completion of an established run no more than 5 minutes early or 10 minutes late. On time performance measures are reported monthly and are included in monthly performance statistics.

Variations such as construction activities and inclement weather may negatively impact performance standards. These issues are noted as part of the monthly reports.

#### **Service Availability Standards**

The Express service has used the following standards to determine the location of its limited stops: near a population center, proximity to a park and ride location and either recreational or employment destination. In addition, safety considerations around the ability of a transit coach to safely enter and exit the stop are included.

The Villages Shuttle is a point deviated service. Its stops have been established based on the following criteria: near a population center, proximity to employment and community services and the safety of the stop location. In addition, the Villages Shuttle will deviate up to  $\frac{3}{4}$  of a mile from its route to pick up residents closer to their homes. It will also do flag stops on its regularly scheduled route. Information on how to request these and other reasonable accommodations is on the website and included in the schedule.

#### **Vehicle Service Assignments**

The Villages Shuttle service is provided with cutaway buses due to the need to provide fixed route service and deviate on rural roads which may be narrow or require greater maneuverability. The Express service is provided with medium duty buses. These buses do not require the same level of maneuverability and also allow for the greater ridership on The Express line. With a limited fleet, these are the only two options available to provide service.

#### **Transit Amenities Policy**

Installation of transit amenities at fixed route stops is based on a variety of factors, including ownership of the property on which the stop occurs, right of way along Highway 26 and the frequency of use of the stop by riders. The evaluation of the installation of additional amenities will continue to take into account all of these factors.

**Appendix A**

**Title VI Complaint Form**

**Clackamas County Social Services Division Policy 5.D: Citizen Consumer Grievance Process**



## Clackamas County Social Services Title VI Complaint Form

Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

*Title 42 U.S.C. Section 2000d*

Please provide the following information necessary in order to process your complaint. A formal complaint must be filed within 180 days of the occurrence of the alleged discriminatory act. Assistance is available upon request. Please contact Clackamas County Social Services at 503-655-8640.

**Complete this form and return to:**

**Clackamas County Social Services Division  
Attn: Administrative Services Manger  
2051 Kaen Rd. Oregon City, OR 97045  
teresachr@clackamas.us  
FAX: 503-655-8889**

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Complainants Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Home: \_\_\_\_\_

Telephone Cell: \_\_\_\_\_ Email Address: \_\_\_\_\_

Person (s) Discriminated Against (if other than complainant):

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Home: \_\_\_\_\_

Telephone Cell: \_\_\_\_\_ Telephone Work: \_\_\_\_\_

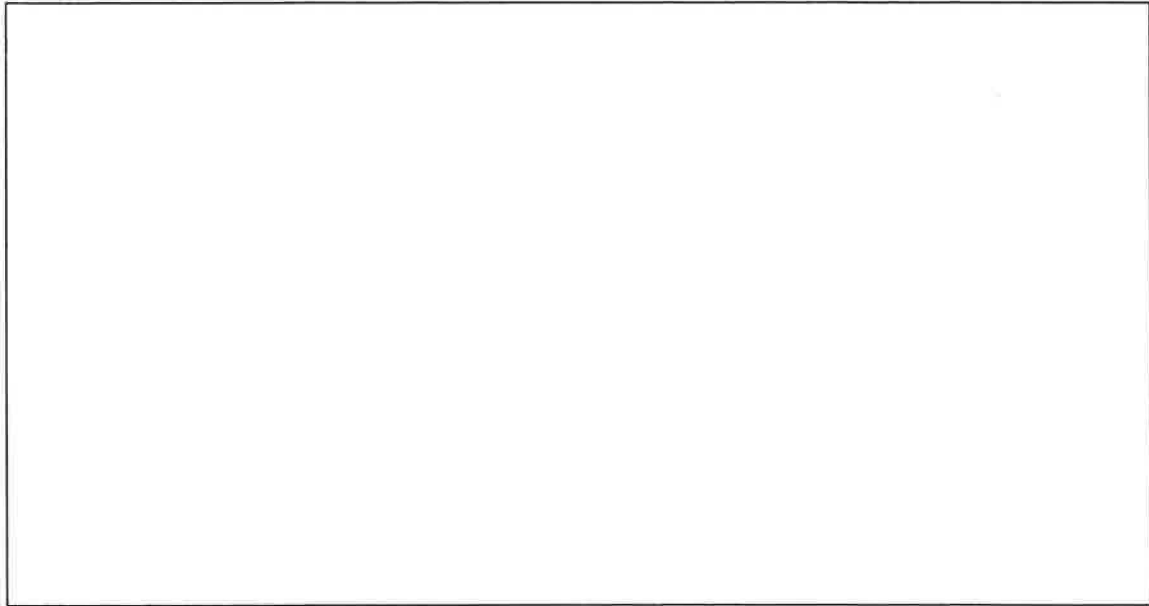
On which of the following is the discrimination based?

Race       Color       National Origin       Other

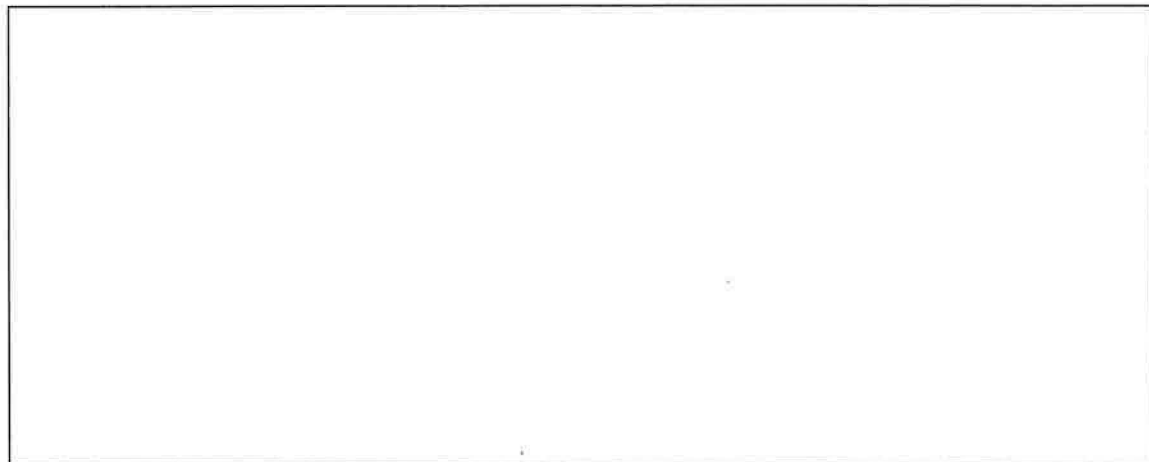
Date of Alleged Discrimination: \_\_\_\_\_

Location: \_\_\_\_\_ Agency or person who was responsible for alleged discrimination: \_\_\_\_\_

Describe the alleged discrimination. Explain what happened and whom you believe was responsible (for additional space, attach additional sheets of paper to this form).



How can this complaint be resolved? How can the problem be corrected?



Please sign and date. The complaint will not be accepted if it has not been signed. You may attach any written materials or other supporting information that you think is relevant to your complaint.

---

Signature

---

Date

## CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

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**SECTION:** ADMINISTRATIVE MANUAL  
**5. CLIENT AND CONSUMER CONFIDENTIALITY AND RIGHTS**

**SUBSECTION:** 5.D  
**TOPIC:** Citizen Consumer Grievance Process

**DATE:** March 29, 2000  
Revised July, 2007  
Revised June, 2015

### **Citizen Consumer Grievance Process Clackamas County Social Services Division**

#### **Clarification Statement –**

- The procedure for complaints where **discrimination** is alleged is covered in Section 5.E of this manual.
- If a client would like to appeal a **denial of service or benefits determination**, he or she should speak to the individual with whom s/he has been working for information on the specific hearings or appeal process.

**Philosophy Statement** – Clackamas County Social Services prides itself on the excellent work performed by the staff of the agency. However, from time to time complaints are made and can be a natural result of being a visible, active organization providing service to the public. In order to provide quality services and meaningful opportunities for the elderly, persons with a disability and low-income residents of Clackamas County, we must be aware of any concerns about the programs and services we provide, take all complaints seriously, and have a consistent procedure for responding to complaints.

In addition, everything CCSS does should be conducted consistent with our values:

- All participants (clients; board, committee and task force members; volunteer and paid staff, contract agencies and other organizations; the general public) shall be treated with dignity and respect.
- Anticipation, responsiveness, and innovation is expected in working with each other on the needs of the elderly, persons with a disability and low income people of Clackamas County.
- An open environment, one that is non-bureaucratic and accessible is expected; participants will have multiple opportunities to be involved in decision making (except as relates to legitimate confidential matters).
- The assessment, assurance, and enhancement of quality will take place at all levels.

All applicants or program participants have the right to contest any decision that denies or limits eligibility of the applicant or participant or that terminates or modifies benefits and request a review. Grievances regarding eligibility or benefits should be submitted within 60 days of the denial, limitation, modification or termination of benefits. All grievances regarding eligibility and benefits will be referred to the formal grievance procedure. CCSSD will provide required notification to the appropriate state or federal funder of any grievances regarding eligibility or benefits for their funded programs within 10 days of the submission of the grievance. The appropriate agency and the applicant or program participant will be notified in writing within 10 days of the decision. Certain programs may have additional requirements and those will be addressed as part of the grievance process by management.

**Procedure:**

The preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive and timely way. While the informal process is preferred, it is also necessary to make available a formal grievance process if the complaint cannot be solved informally.

**Informal Procedure**

1. When staff or volunteers receive a complaint, they should encourage the consumer to talk directly to the staff person with whom the consumer had the interaction. This includes asking the consumer whether they have talked with the staff person involved. If the consumer has not talked directly to the staff person involved and is willing to, the person receiving the complaint should take the name and phone number of the consumer. The consumer should be advised that the staff person responsible will call the consumer within one working day or when the staff person will be available. It is the responsibility of the staff person first receiving the complaint to inform the staff person responsible for the activity about the pending complaint. It is preferable that consumers not be passed from one staff person to another in order to have their complaint heard.

If the consumer is unwilling to discuss the issue directly with the staff person involved, the person taking the call will take the name and phone number of the consumer and advise him/her that the program manager will call within one working day or when the manager is available. It is the responsibility of the person taking the call to inform the program manager about the complaint and the need to follow up with the consumer.

2. When staff receive a complaint about an activity for which they are responsible they should try to resolve the problem as follows:
  - treat the complaint seriously,
  - listen carefully and ask the consumer to explain his/her concerns and expectations,
  - discuss possible solutions with the consumer,

- inform the consumer of what action will be taken or why no action is necessary or possible.

This may require more than one conversation.

3. If the consumer is not satisfied with the resolution, or insists on talking to the program manager initially, the staff person should refer the consumer to the program manager. The staff person will make the manager aware of the pending complaint. The program manager will try to resolve the issue as follows:
  - treat the complaint seriously,
  - listen carefully and ask the consumer to explain his/her concerns and expectations,
  - ask the staff person directly involved for his/her information on the situation,
  - involve the consumer and staff in the process of discussing possible solutions, if appropriate,
  - inform the consumer and staff of what action will be taken or why no action is necessary or possible.
4. If the consumer is still not satisfied the program manager will refer the person to the Director. The Director will be advised of the referral and the program manager will provide a brief summary of the situation. This will allow the Director to begin to take any appropriate steps and/or follow-up with concerns.
5. If, after discussing the issue with the Director, the consumer is still not satisfied, the consumer will be informed of the formal grievance process. The consumer will be asked to complete a *Consumer Complaint/Grievance Form*. **(To view or use this form, select it from the Forms folder on Trillium Net.)** This can be done over the phone, in person, or through the mail.

Note: If the consumer chooses to go first to the program manager or Division Director, the informal process as described here will normally still be used. The program manager or Division Director will refer the consumer to the appropriate staff person according to the informal process before initiating the formal process. If the consumer insists on discussing the issue with a manager, the process will start with the manager.

### **Formal Grievance Procedure**

1. The formal grievance procedure consists of a meeting between the consumer, the program manager and the CCSS Director. The contact to schedule this meeting will take place within two working days of receiving the written Consumer Complaint/Grievance Form. If a consumer is unable to complete a written form, a verbal complaint can be the basis for scheduling a meeting.
2. All facts will be considered at this meeting with information being provided from both the consumer and the staff. The program manager and CCSS Director will

document the results of the meeting on the *Consumer Complaint/Grievance Form*. The consumer will accept or reject the decision and sign the form. The consumer will also receive a copy of the form. If the decision is not made at the time of the meeting, a letter or a copy of the Consumer Complaint/Grievance Form will be sent to the consumer within 10 days of the meeting informing the consumer of the outcome.

3. A copy of all Consumer Complaint/Grievance Forms, any letters or other correspondence, and the log of complaints received by the CCSS Director will be kept as per the county's retention schedule.

## **Appendix B**

### **Clackamas County Social Services Division Policy 5.H: Limited English Proficiency**



# CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

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## ADMINISTRATIVE MANUAL

**SECTION:**                    **5. CLIENT AND CONSUMER  
CONFIDENTIALITY AND RIGHTS**

**SUBSECTION:**            **5.H**

**TOPIC:**                    **Communication with Clients with Limited  
English Proficiency and Low Literacy**

**DATE:**                    **April 29, 2015**

**POLICY:**

Clackamas County Social Services Division (SSD) is committed to providing meaningful access, communication, and equal opportunity to participate in services for persons with Limited English Proficiency (LEP), Low Literacy (LL), and their authorized representatives. This is assured through the provision of language assistance, the translation of vital documents, and staff trained to identify and assist LEP and LL clients.

Language assistance will be provided through the use of competent bilingual staff, staff interpreters, and contracted interpreters. LEP clients and their representatives will be informed by staff of the availability of these services which are offered free of charge. SSD will monitor changes in demographics, types of services provided, and other factors that might necessitate reevaluation of or revision of this policy or its procedures.

Clients have the right to be served in their preferred language. Staff members should refrain from making assumptions based on their own perceptions of a client's English fluency. Many people can speak enough English to carry on basic conversations but may not understand English well enough to receive equal access to services if those services are only provided in English.

## PROCEDURES

### 1. **Determining Linguistic Needs**

A. Language Needs Assessments – SSD will annually assess demographics and language needs of the individuals eligible for its programs. This will be done by conducting an annual assessment of at least:

1. Annual data collected for each program, including demographic data
2. US Census Data for Clackamas County
3. School District demographic data:

<http://www.ode.state.or.us/sfda/reports/r0067Select.asp>

### 2. **Providing Notice to LEP Clients**

Notice to LEP clients of free language assistance will be provided through written notice in languages the LEP consumer will understand. Notices and signs will inform consumer in intake areas and other points of entry. Multi-language “I Speak...” cards will be posted at reception and will be available to staff on request.

### 3. **Points of Contact Requiring LEP and LL Services**

SSD will provide LEP and LL services at all points of client contact, including at the Public Services Building.

### 4. **LEP, LL and other Resources**

- A. Telephone translation services are available. Instructions on how to access Language Line are available on Trillium under Information and Resources/Communication Aids.
- B. Interpretation and Translation services are also available. A complete list of service providers is available on Trillium under Information and Resources/Interpretation and Translation.
- C. In addition, services for persons with impaired vision or hearing can be found on Trillium under Information and Resources/Communication Aids.

### 5. **Identifying LEP Persons and Their Language**

A. In-person Communication

1. Multi-language identification cards or "I speak"" cards are available at the reception counter or by requesting from support staff.

B. If the LEP person does not read or recognize any of the languages included in one of the methods described above, SSD shall immediately use a telephone interpreting service to identify the individual's primary language. Upon identification of the LEP person's primary language, the staff member will provide language assistance services as needed.

C. Telephone Communication When a staff person places or receives a telephone call and can determine the language spoken by the person on the line:

1. The staff member will ensure that language assistance will be provided pursuant to this policy. If staff cannot determine the language spoken by the person on the line, a telephone interpreter service provider will be immediately contacted to make an assessment of the language spoken by the other party and to assist the other party as specified in this Agreement.

D. Written Translations

1. SSD shall have vital documents translated into the most frequently spoken languages based on the Analysis conducted in 1.A.
2. SSD will provide translation of written materials at no cost to clients, as well as written notice of the availability of free translation for LEP clients.
3. The primary language of each LEP applicant or participant shall be documented in a conspicuous location in the individual's record to alert staff that language assistance services must be provided.

## 6. Identifying LL Persons

### A. In-person Communication

1. Verbal and visual signs – sometimes people with low literacy, embarrassed by the limitation, may try to evade having to read and/or write something. Clues such as the following may, by themselves or with other clues, help identify a person with low literacy:
  - a. “I left my glasses at home” – This phrase, whether from a low literacy client or not, suggests the following assistance might be necessary:
    - i. Important documents will likely need to be read to the client to be understood.
    - ii. Responses to fields and questions on forms will likely need to be filled in by staff.
  - b. “I don’t write very well.” – this will likely require a staff member to interview the client to fill in responses to needed information on forms.
  - c. The client takes only a passing glance at a lengthy and detailed document. This might suggest the following actions:
    - i. A brief verbal summary of the document by staff followed by questions/statements such as:
      1. “It is important that you understand this, is there a method you would prefer to receive this information?”
      2. “Do you have any questions about this information?”
  - d. If directed to printed material in response to a request for information, a client instead continues to ask different staff member’s questions, this could suggest a lack of comfort with the printed material. Asking the client if help is needed or if he/she has any questions is probably sufficient.

## 7. Obtaining a Qualified Interpreter

- A. SSD will maintain an accurate and current list of bilingual staff and staff interpreters including their name(s), phone number and hours of availability.
- B. If no qualified staff exists, a qualified outside interpreter will be contacted.
- C. Such interpreters shall provide linguistically appropriate services, be capable of communicating in both English and the primary language of the client, and be able to interpret information effectively. Interpretation services shall be sufficient for the provider to be able to understand and communicate with the client regarding his/her health care needs, respond to client questions and concerns and communicate instructions to the client.
- D. The LEP client may request to have a friend or family member act as interpreter. These requests will be considered after the LEP client has understood that interpreter services are being offered without charge (staff

will document the offer and response in the person's file). If the LEP client persists in requesting his/her friend or family member their competency to interpret, ability and willingness to protect confidential information, and any potential conflicts of interest must be considered. If the friend or family member is not competent or appropriate for any of these reasons, interpreter services will be provided.

- E. Minor children and other clients of SSD services will not be used to interpret in order to ensure confidentiality of information and accurate communication.
- F. SSD shall assure that the provision of interpreter services are culturally appropriate, i.e., demonstrate both awareness for and sensitivity to cultural differences and similarities, and the effect of those on the health care of the consumer.

## 8. DEFINITIONS

Limited English Proficiency (LEP) – Someone for whom English is not the native language and with sufficient difficulty speaking, reading, writing, or understanding English that he/she lacks the ability to fully participate in American society.

Low Literacy (LL) – Someone with a limited ability to read, write, and speak in English and who lacks the ability to compute and solve problems well enough to fully develop her/his knowledge and potential

## Appendix C

### Log of Title VI Complaints

## Title VI Complaints Log: Clackamas County Social Services Division

This log will be updated on an annual basis and submitted to ODOT for any complaints received from 2014 to 2017

|                       | <b>Date</b><br>(MM/DD/YY) | <b>Summary</b><br>(include basis of<br>complaint: race,<br>color, national origin,<br>or other) | <b>Status</b> | <b>Action(s)</b><br><b>Taken</b> |
|-----------------------|---------------------------|---|---------------|----------------------------------|
| <b>2014-2017</b>      |                           |   |               |                                  |
| <b>Investigations</b> |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
| <b>Lawsuits</b>       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
| <b>Complaints</b>     |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |
|                       |                           |   |               |                                  |

## **Appendix D**

### **Title VI Minority Representation Data Collection Form**

#### **Minority Representation in Advisory Boards**

## Title VI Minority Representation Data Collection Form

The following letter is included as part of new member orientation packets.

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

As Clackamas County Social Services Division is a recipient of Federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

### Anti-Discrimination Notice

Clackamas County operates its programs without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

We invite council members to voluntarily self-identify their race/ethnicity in order for use to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information be summarized and reported to the federal government for civil rights enforcement policies.

If you chose to voluntarily self-identify, please mark the one box describing the race/ethnicity category with which you primarily identify.

\_\_\_ Asian or Pacific Islander

\_\_\_ Black (not of Hispanic origin)

\_\_\_ Hispanic/Latino

\_\_\_ American Indian or Alaskan Native

\_\_\_ White (not of Hispanic origin)

Thank you for your participation. If you need additional information about our Title VI program, please contact Teresa Christopherson at 503-650-5718.

Sincerely,

Brenda Durbin, Director



## Clackamas County Social Services Division

### Advisory Board Minority Representation

| Body                                      | Asian or Pacific Islander | Black (not of Hispanic origin) | Hispanic/Latino | American Indian or Alaskan Native | White (not of Hispanic origin) |
|---|---------------------------|--------------------------------|-----------------|-----------------------------------|--------------------------------|
| Clackamas County Population (2010 Census) | 4.4%                      | 0.9%                           | 8.4%            | 0.7%                              | 82.7%                          |
| Community Action Board                    |                           |                                |                 |                                   | 100%                           |
| Area Agency on Aging Advisory Council     | 5%                        |                                |                 | 0%                                | 95%                            |



October 24, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Local Grant Agreement with Todos Juntos to provide  
Kindergarten Readiness Partnership & Innovation Services**

|  |  |
|--|--|
| <b>Purpose/Outcome</b>                 | Todos Juntos will implement JumpStart, a kindergarten readiness program, community-based workshops and community events to families with children ages 0-6 to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts. |
| <b>Dollar Amount and Fiscal Impact</b> | Agreement has a maximum value of \$99,711.<br>No County General Fund involved and no match required.   |
| <b>Funding Source</b>                  | State of Oregon, Dept of Education through its Early Learning Division   |
| <b>Duration</b>                        | October 1, 2019 to June 30, 2020   |
| <b>Previous Board Action/Review</b>    | N/A  |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy and secure communities   |
| <b>Counsel Review</b>                  | County Counsel reviewed and approved this document on September 26, 2019.  |
| <b>Contact Person</b>                  | Korene Mather 503-650-3339   |
| <b>Contract No.</b>                    | CFCC 9473  |

**BACKGROUND:**


The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Todos Juntos to provide community and school partnerships and innovations that result in measureable increases in readiness for kindergarten children ages 0-6 in rural areas of Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$99,711.

**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



| <b>CLACKAMAS COUNTY, OREGON</b><br><b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9473</b>  |   |
|--|---|
| Program Name: <b><i>Kindergarten Readiness Partnership &amp; Innovation Program</i></b><br>Program/Project Number: 9473  |   |
| This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>Todos Juntos</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization. |   |
| COUNTY Data  |   |
| Grant Accountant: <b><i>Larry Crumbaker</i></b>  | Program Manager: <b><i>Chelsea Hamilton</i></b>   |
| Clackamas County Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>(503) 742-5429<br>larrycru@clackamas.us   | Children, Family & Community Connections<br>150 Beaver creek Rd.<br>Oregon City, OR 97045<br>(503) 650-5682<br>chamilton@clackamas.us |
| SUBRECIPIENT Data  |   |
| Finance/Fiscal Representative: <b><i>Eric Johnston</i></b>   | Program Representative: <b><i>Shawna Johnston</i></b>   |
| Todos Juntos<br>PO Box 645<br>Canby, OR 97013<br>503-544-1513<br>ejtodosjuntos@comcast.net   | Todos Juntos<br>PO Box 645<br>Canby, OR 97013<br>503-341-3381<br>shawnaj@todos-juntos.net   |
| FEIN: 93-1308023   |   |

**RECITALS**

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide community and school partnerships and innovations that result in measurable increases in readiness for kindergarten children ages 0-6 in Clackamas County Oregon Trail & Estacada School Districts.
2. SUBRECIPIENT will implement JumpStart kindergarten readiness programming and community-based playgroups, story times, evening family activities and engagement events, and kindergarten readiness workshops for families with preschool and kindergarten aged children in rural areas of Clackamas County as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
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 **October 1, 2019** 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.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
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 State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$99,711**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.  
  
Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be 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.** The 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 the COUNTY receiving appropriations or other expenditure authority sufficient to allow the 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 the 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 the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 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-1: 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. The 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 the 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, 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



the 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 the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **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.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **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.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's

employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 10) **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.
  - 11) **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.
  - 12) **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.
  - 13) **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.
  - 14) **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) **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)

**SUBRECIPIENT**

Todos Juntos  
PO Box 645  
Canby, OR 97013

**CLACKAMAS COUNTY**

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

By:   
Eric Johnston, Executive Director

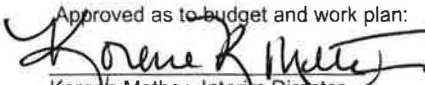
**Signing on behalf of the Board:**

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

Dated: 10/8/19

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

Approved as to budget and work plan:

  
Korene Mather, Interim Director  
Children, Family & Community Connections

Dated: 10/8/2019

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: 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
- Exhibit E: Program Requirements

October 24, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Immigrant & Refugee Community Organization for Kindergarten Readiness Partnership & Innovation Services

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Immigrant & Refugee Community Organization (IRCO) will provide linguistically & culturally appropriate pre-kindergarten parent/child education classes and conduct home visits to facilitate community and school partnerships and innovations that result in measurable increases for kindergarten children in Clackamas County. |
| <b>Dollar Amount and Fiscal Impact</b> | Agreement has a maximum value of \$17,500. No County General Fund involved and no match required.   |
| <b>Funding Source</b>                  | State of Oregon, Dept of Education through its Early Learning Division  |
| <b>Duration</b>                        | October 1, 2019 to June 30, 2020  |
| <b>Previous Board Action/Review</b>    | N/A   |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County Counsel reviewed and approved this document on September 26, 2019.   |
| <b>Contact Person</b>                  | Korene Mather 503-650-3339  |
| <b>Contract No.</b>                    | CFCC 9478   |

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with IRCO to facilitate a culturally responsive early learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success for pre-kindergarten children in Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$17,500.

**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.*



| <b>CLACKAMAS COUNTY, OREGON</b><br><b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9478</b>   |   |
|---|---|
| Program Name: <b><i>Kindergarten Readiness Partnership &amp; Innovation Program</i></b><br>Program/Project Number: 9478   |   |
| This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>Immigrant and Refugee Community Organization (IRCO)</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization. |   |
| COUNTY Data   |   |
| Grant Accountant: <b><i>Larry Crumbaker</i></b>   | Program Manager: <b><i>Chelsea Hamilton</i></b>   |
| Clackamas County Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>(503) 742-5429<br>larrycru@clackamas.us  | Children, Family & Community Connections<br>150 Beaver creek Rd.<br>Oregon City, OR 97045<br>(503) 650-5682<br>chamilton@clackamas.us |
| SUBRECIPIENT Data   |   |
| Finance/Fiscal Representative: <b><i>Fritz Hirsch</i></b>   | Program Representative: <b><i>Danita Huynh</i></b>  |
| Immigrant and Refugee Community Organization<br>10301 NE Glisan NE<br>Portland, OR 97220<br>971-271-6540<br>fritzh@irco.org   | Immigrant and Refugee Community Organization<br>10301 NE Glisan NE<br>Portland, OR 97220<br>971-271-6406<br>danitah@irco.org          |
| FEIN: 93-0806295  |   |

**RECITALS**

1. Immigrant and Refugee Community Organization (IRCO) (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to facilitate community and school partnerships and innovations that result in measurable increases in readiness for kindergarten children in Clackamas County.
2. SUBRECIPIENT will facilitate 1 five-session series of linguistically & culturally appropriate pre-kindergarten parent/child education classes, in Clackamas County, and conduct a home visit to each family registered for pre-kindergarten classes to help increase and assess positive caregiver interactions with pre/post assessment tools, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
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 **October 1, 2019** 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.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
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 State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$17,500**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.  
  
Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be 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.** The 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 the COUNTY receiving appropriations or other expenditure authority sufficient to allow the 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 the 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 the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: 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. The 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 the 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, 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

the 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 the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **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.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **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.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's

employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 10) **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.
  - 11) **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.
  - 12) **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.
  - 13) **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.
  - 14) **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) **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)

**SUBRECIPIENT**

Immigrant and Refugee Community Organization  
10301 NE Glisan St.  
Portland, OR 97220

**CLACKAMAS COUNTY**

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

**Signing on behalf of the Board:**

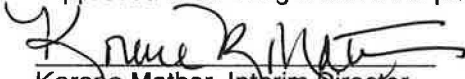
By:   
Jeff MacDonald, Acting Executive  
Director

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

Dated: 10/3/19

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

Approved as to budget and work plan:

  
Korene Mather, Interim Director  
Children, Family & Community Connections

Dated: 10/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: 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
- Exhibit E: Program Requirements

October 24, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Metropolitan Family Services, Inc. to provide  
Kindergarten Readiness Partnership & Innovation Services

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Metropolitan Family Services will provide Ready Set Go! workshops in the North Clackamas area. Ready Set Go! is a culturally responsive early learning model that brings children aged 3-5 and their caregivers together in a learning environment where Parent-Child Interaction Groups, parenting groups and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success. |
| <b>Dollar Amount and Fiscal Impact</b> | Agreement has a maximum value of \$58,295.<br>No County General Fund involved and no match required.  |
| <b>Funding Source</b>                  | State of Oregon, Dept of Education through its Early Learning Division  |
| <b>Duration</b>                        | October 1, 2019 to June 30, 2020  |
| <b>Previous Board Action/Review</b>    | N/A   |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County Counsel reviewed and approved this document on September 26, 2019.   |
| <b>Contact Person</b>                  | Korene Mather 503-650-3339  |
| <b>Contract No.</b>                    | CFCC 9477   |

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Metropolitan Family Services to provide Ready Set Go! family workshops. Ready Set Go! is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. Kindergarten Readiness programs strengthen connections and collaboration between the early care and education sector and local K-12 systems and schools to support a smooth transition into Kindergarten and lifelong success.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$58,295.

**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

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





| <b>CLACKAMAS COUNTY, OREGON</b><br><b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9477</b>  |   |
|--|---|
| Program Name: <b><i>Kindergarten Readiness Partnership &amp; Innovation Program</i></b><br>Program/Project Number: 9477  |   |
| 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>Metropolitan Family Services, Inc.</u> (SUBRECIPIENT), an Oregon Non-profit Organization. |   |
| COUNTY Data  |   |
| Grant Accountant: <b><i>Larry Crumbaker</i></b>  | Program Manager: <b><i>Chelsea Hamilton</i></b>   |
| Clackamas County Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>(503) 742-5429<br>larrycru@clackamas.us   | Children, Family & Community Connections<br>150 Beaver Creek Rd.<br>Oregon City, OR 97045<br>(503) 650-5682<br>chamilton@clackamas.us |
| SUBRECIPIENT Data  |   |
| Finance/Fiscal Representative: <b><i>Favona Allison</i></b>  | Program Representative: <b><i>Maria Perdomo</i></b>   |
| Metropolitan Family Service<br>1808 SE Belmont<br>Portland, OR 97214<br>503-353-6040<br>fava@mfs.email   | Metropolitan Family Service<br>1808 SE Belmont<br>Portland, OR 97214<br>971-227-6048 ex. 533<br>mariap@mfs.email                      |
| FEIN: 93-0397825   |   |

**RECITALS**

1. Metropolitan Family Services, Inc., (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide community and school partnerships and innovations that result in measurable increases in readiness for pre-kindergarten children aged 3-5 years in North Clackamas County.
2. SUBRECIPIENT will facilitate Ready Set Go! family workshops. Ready Set Go!, is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. This Early Learning model brings children, caregivers and parents together in a rich learning environment through parent-child interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family's pre-kindergarten aged children in North Clackamas County as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
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 **October 1, 2019** 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.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
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 State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$58,295**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be 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.** The 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 the COUNTY receiving appropriations or other expenditure authority sufficient to allow the 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 the 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 the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: 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. The 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 the 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, 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 the 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 the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **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.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **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.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse,

mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 10) **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.
  - 11) **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.
  - 12) **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.
  - 13) **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.
  - 14) **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) **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)

**SUBRECIPIENT**

Metropolitan Family Services, Inc.  
1808 SE Belmont  
Portland, OR 97214

**CLACKAMAS COUNTY**

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

By:   
Judy Strand, Executive Director  
CEO

Dated: 10/3/19

**Signing on behalf of the Board:**

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

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

Approved as to budget and work plan:

  
Korene Mather, Interim Director  
Children, Family & Community Connections

Dated: 10/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: 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
- Exhibit E: Program Requirements



October 24, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #03 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 #03 adds Program Element 51 (PE-51: Leadership, Governance and Program Implementation) and adds Program Element 27 (PE-27-04: Prescription Drug Overdoes Prevention - PDOP) and increases the Agreement. |
| <b>Dollar Amount and Fiscal Impact</b> | Contract is increased by \$264,251, bringing the contract maximum value to \$3,255,276.  |
| <b>Funding Source</b>                  | Funding through the State - No County General Funds are involved.  |
| <b>Duration</b>                        | Effective upon signature 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                             |
| <b>Strategic Plan Alignment</b>        | 1. Improved Community Safety and Health<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County counsel has reviewed and approved this document on October 14, 2019   |
| <b>Contact Person</b>                  | Richard Swift, Interim Public Health Director – (503) 655-8479   |
| <b>Contract No.</b>                    | 9329-03  |

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #03 increased the Agreement by \$264,25 bringing the maximum contract value to \$3,255,276.

This contract is effective upon signature and continues through June 30, 2021.

**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





Agreement #159803

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

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

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

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

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**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

| PE NUMBER AND TITLE<br>• SUB-ELEMENT(S)  | FUND TYPE | FEDERAL AGENCY/<br>GRANT TITLE  | CFDA#            | HIPAA RELATED (Y/N) | SUB-RECIPIENT (Y/N) |
|--|-----------|---|------------------|---------------------|---------------------|
| PE 27 Prescription Drug Overdose Prevention (PDOP)                                 | FF        | CDC /Injury Prevention and Control Research and State and Community Based Programs<br>SAMHSA/Oregon State Opioid Response | 93.136<br>93.788 | N                   | Y                   |
| PE 51 Public Health Modernization: Leadership, Governance & Program Implementation | GF        | N/A   | N/A              | N                   | N                   |

- Exhibit B Program Element #51 “Public Health Modernization: Leadership, Governance and Program Implementation” is hereby added by Attachment A attached hereto and incorporated herein by this reference.
- 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.
- 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.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- The parties expressly ratify the Agreement as herein amended.
- 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.
- 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/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

**Attachment A**  
**Program Element Description**

**Program Element #51: Public Health Modernization: Leadership, Governance and Program Implementation**

**Program Responsible for Program Element Content:** Policy and Partnerships Unit, Office of the State Public Health Director, Public Health Division

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 deliver Public Health Modernization: Leadership, Governance and Program Implementation.

**Section 1: LPHA Leadership, Governance and Program Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Develop business models for the effective and efficient delivery of public health services, develop and/or enhance partnerships to build a sustainable public health system, and implement workforce and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.** Implement local strategies to control communicable disease. Place emphasis on reducing communicable disease-related disparities.

**Section 2: Regional Partnership Implementation**

- a. **Establish and maintain a Regional Partnership of local public health authorities (LPHAs) and other stakeholders.** Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
- b. **Implement regional strategies to control communicable disease and reduce health disparities.** Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
- c. **Demonstrate Regional approaches for providing public health services.** Plan and develop business models that support regional infrastructure, share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment<sup>1</sup> showed that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal.

Each LPHA is eligible to receive funding under two sections. LPHAs funded under **Section 1: LPHA Leadership, Governance, and Program Implementation** must use funds provided through this Program Element to plan for full implementation of public health modernization and to implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.

LPHAs funded as Fiscal Agents for Regional Partnerships under **Section 2: Regional Partnership Implementation** must use funds provided through this Program Element to establish and maintain a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying and reducing communicable disease-related disparities. LPHA must demonstrate models for Regional Infrastructure that are scalable in other areas of the state or for other public health programs.

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<sup>1</sup> 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at [www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf).

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Public Health Modernization**

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public health accountability process measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM): A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.
- h. Regional Governance. The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

- 3. Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)) as well as with Public Health Accountability Outcome Metrics and Process Measures (if applicable) as follows:

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

| Program Components  | Foundational Program |                                 |                      |                   |  | Foundational Capabilities                  |   |                                   |                             |                   |                |                                     |
|---|----------------------|---------------------------------|----------------------|-------------------|--|--|---|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
|   | CD Control           | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services<br>Direct services    | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component<br><br>X = Other applicable foundational programs |                      |                                 |                      |                   | X = Foundational capabilities that align with each component |  |   |                                   |                             |                   |                |                                     |
| Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)                      | *                    |                                 |                      |                   |  | X  | X   | X                                 | X                           | X                 | X              | X                                   |
| Implement strategies for local communicable disease and health equity infrastructure (Section 1)                              | *                    |                                 |                      |                   |  |  | X   | X                                 | X                           |                   | X              | X                                   |
| Establish and maintain a Regional Partnership (Section 2)   | *                    |                                 |                      |                   |  | X  |   | X                                 |                             | X                 |                |                                     |
| Implement communicable disease control strategies (Section 2)   | *                    |                                 |                      |                   |  |  | X   | X                                 | X                           | X                 | X              | X                                   |
| Demonstrate new approaches for providing public health services (Section 2)   | *                    |                                 |                      |                   |  | X  |   | X                                 |                             | X                 |                | X                                   |

**b. Public Health Accountability Outcome Metrics:**

The 2017-2019 public health accountability metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two year old immunization rates
- Gonorrhea rates

LPHA is not required to select two-year old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from



using funds to address other high priority communicable disease risks based on local epidemiology and need.

**c. Public Health Accountability Process Measure:**

The 2017-19 public health accountability process measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need, the following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields

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

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Ensure the LPHA and/or Regional Partnership is staffed at the appropriate level to address all requirements in this Program Element and to fulfill Section 1 and/or Section 2 work plan objectives, strategies and activities.
- e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- f. Participate in calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
  - (1) Section 1: Calls scheduled on an as needed basis.
  - (2) Section 2: Calls scheduled quarterly.
- g. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products with OHA and other LPHAs and may include public posting.
- h. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Program Implementation**

- i. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, and Communicable Disease Control, as described in Attachment 1 of this Program Element.

**Requirements that apply to Section 2: Regional Partnership Implementation**

- j. Develop Regional Infrastructure through formation and maintenance of a Regional Partnership of LPHA and other partners.
  - (1) Use a formal Regional Governance structure that includes the Fiscal Agent, other participating LPHAs and non-LPHA partners for decision-making, resource allocation and implementation of OHA-approved regional work plan.
  - (2) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.
  - (3) Engage with appropriate governing entities to develop business models that support regional infrastructure.
- k. Implement regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.
  - (1) Engage local and/or regional organizations as strategic partners to control communicable disease transmission.
  - (2) Develop and implement a regional system for identification and control of communicable disease with strategic partners.
  - (3) Use established best practices whenever possible.
  - (4) Develop and/or enhance partnerships with Regional Health Equity Coalitions, Federally recognized Tribes, local and regional community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
  - (5) Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.
  - (6) Communicate to the general public and/or at risk populations about communicable disease risks.
  - (7) Provide regional training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
  - (8) Develop and implement a regional system for communications with strategic partners about disease transmission.
  - (9) Demonstrate capacity to routinely evaluate regional communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
  - (10) Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats.
  - (11) Complete an assessment of the region's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years.

- (12) Complete and implement an action plan that addresses key findings from the regional health equity assessment.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1 and Section 2 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- c. Submit to OHA the following deliverables, in the timeframe specified:
  - (1) For Section 2, A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by June 30, 2020
  - (2) If Regional Health Equity assessment and Action Plan have not been submitted to OHA within the past five year, must submit regional health equity assessment and action plan by December 31, 2020
  - (3) For Section 2, At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, or communication materials) by June 30, 2021

7. **Performance Measures.**

If LPHA funded as Fiscal Agents for Regional Partnerships complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

**Work Plan Menu Options for all LPHAs Receiving funding through  
Section 1: LPHA Leadership, Governance and Program Implementation**

An OHA-approved 2019-21 work plan for Program Element 51 Section 1 requires each LPHA to include Objectives and Strategies under Subsections 1.1 through 1.3 as described in the following tables.

| <b>Subsection 1.1: Leadership and Governance</b>   |
|--|
| <p><i>Instructions:</i></p> <ul style="list-style-type: none"> <li>- Each LPHA must include Objective 1.1.1 in the PE51 work plan.</li> <li>- Each LPHA must include at least one additional Objective (1.1.2 through 1.1.5) in the PE51 work plan.</li> </ul>   |
| <p>1. Participate in shared learning opportunities or communities of practice focused on governance and public health system-wide planning. <b>(Required)</b></p> <p>Strategies will include:</p> <ul style="list-style-type: none"> <li>a. Participation in in-person and remote learning communities.</li> <li>b. Project or work plan implementation in between learning community meetings.</li> <li>c. Engagement of leadership, staff and/or partners in learning community activities, as appropriate.</li> </ul>   |
| <p>2. Plan for full implementation of public health modernization across foundational capabilities and programs. Assess and develop models for effective and efficient delivery of public health services</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> <li>a. Engage with appropriate governing entities to develop business models that support partnership infrastructure.</li> <li>b. Ensure the effective management of organizational change.</li> <li>c. Support the performance of public health functions with strong operational infrastructure, including standardized written policies and procedures that are regularly reviewed and revised.</li> <li>d. Collect, analyze and report data for data-driven decision-making to manage organizational and system activities.</li> <li>e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.</li> </ul> |
| <p>3. Develop and/or enhance partnerships to build sustainable public health system (e.g., tribes, regional health equity coalitions, CCOs, health systems, early learning hubs)</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> <li>a. Ensure participation of community partners in local public health planning efforts.</li> <li>b. Work with the state and other local and tribal authorities to improve the health of the community.</li> <li>c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.</li> </ul>  |

4. Implement workforce and leadership development initiatives

Strategies may include:

- a. Establish workforce development strategies that promote the skills and experience needed to perform public health duties and to carry out governmental public health's mission.
- b. Commit to the recruitment and hiring of a diverse workforce. Develop an ongoing plan for workforce diversity with goals and metrics to track progress.
- c. Assess staff competencies; provide training and professional development opportunities.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

5. Develop and implement technology improvements that support effectiveness and efficiency of public health operations.

Strategies may include:

- a. Access local and statewide information and surveillance systems to evaluate the effectiveness of public health policies, strategies and interventions.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

**Section 1.2: Health Equity and Cultural Responsiveness: Engage public health staff, community members and stakeholders in the implementation of health equity plans.**

*Instructions:*

- *Each LPHA must include Objectives 1.2.1 and 1.2.2 in the PE51 work plan.*
- *LPHAs that have completed a health equity assessment and developed and implemented a health equity action plan (regionally or as an individual LPHA) must select at least two additional Objectives (#1.2.3 through 1.2.7) to include in the PE51 work plan:*
  - o *One Objective must reflect work internal to the health department (#1.2.3 through 1.2.4);*
  - o *One Objective must reflect work with partners or community members (#1.2.5 through 1.2.7)*

1. Complete an assessment of the LPHA’s capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years. Participation in a health equity assessment (e.g., with 2017-19 public health modernization funding) within the past five years fulfills this requirement. **(Required)**
2. Complete and implement an action plan that addresses key findings from health equity assessment. **(Required)**
3. Develop an ongoing process of continuous learning, training and structured dialogue for all staff.
4. Commit and invest existing and additional resources in recruitment, retention and advancement efforts to improve workplace equity. Establish parity goals and create specific metrics with benchmarks to track progress.
5. Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized tribes, community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
6. Work directly with communities to co-create policies, programs and strategies. Ensure that health interventions are culturally responsive.
7. Collect and maintain data, or use data provided by PHD that reveal inequities in the distribution of disease. Focus on the social conditions (including strengths, assets and protective factors) that influence health.

**Subsection 1.3: Communicable Disease Control: Implement strategies to improve infrastructure to prevent and control communicable disease**

*Instructions:*

- *Each LPHA must include Objective 1.3.1 in the PE51 work plan.*
- *Each LPHA must select at least one additional Objective (1.3.2 through 1.3.4) to include in the PE51 work plan.*

1. Conduct jurisdiction-specific communicable disease control and prevention for communicable diseases. **(Required)**

Strategies may include:

- a. Demonstrate infrastructure for achieving public health accountability metrics, local public health process measures for communicable disease control.
- b. Communicate to the general public and/or at-risk populations about communicable disease risks.
- c. Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
- d. Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
- e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

2. Work with partners within a specific jurisdiction to implement communicable disease prevention initiatives.

Strategies may include:

- a. Engage local organizations as strategic partners to control communicable disease transmission.
- b. Develop and implement a system for identification and control of communicable disease with strategic partners.
- c. Develop and implement a system for communications with strategic partners about disease transmission.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Implement workforce development initiatives.

Strategies may include:

- a. Training for providers to implement communicable disease prevention initiatives.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Utilize local communicable disease investigation and response and emergency preparedness systems to begin planning for environmental health threats.

Strategies may include:

- a. Collect and/or utilize local data to assess potential for environmental health threats.
- b. Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats, including all hazards surge response.
- c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

**Attachment B  
Financial Assistance Award (FY19)**

| State of Oregon<br>Oregon Health Authority<br>Public Health Division               |  |   | Page 1 of 3             |  |
|--|--|---|-------------------------|--|
| <b>1) Grantee</b><br>Name: Clackamas County  |  | <b>2) Issue Date</b><br>September 05, 2019                        |                         | <b>This Action</b><br>AMENDMENT<br>FY 2020 |
| Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045 |  | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020 |                         |  |
| <b>4) OHA Public Health Funds Approved</b>   |  |   |                         |  |
|  | Program  | Award Balance   | Increase/<br>(Decrease) | New Award Bal                              |
| PE01-01  | State Support for Public Health                          | 506,554   | 0                       | 506,554                                    |
| PE02   | Cities Readiness Initiative                              | 37,499  | 0                       | 37,499                                     |
| PE07   | HIV Prevention Services                                  | 128,846   | 0                       | 128,846                                    |
| PE12   | Public Health Emergency Preparedness and Response (PHEP) | 170,273   | 0                       | 170,273                                    |
| PE13-01  | Tobacco Prevention and Education Program (TPEP)          | 94,828  | 0                       | 94,828                                     |
| PE27-03  | PDOP - Gap Funding (OSTR/PDO)                            | 28,497  | 0                       | 28,497                                     |
| PE27-04  | PDOP Naloxone Project (SOR)                              | 0   | 48,753                  | 48,753                                     |
| PE27-05  | PDOP Bridge (PDO/SOR)                                    | 41,665  | 0                       | 41,665                                     |
| PE40-01  | WIC NSA: July - September                                | 188,990   | 0                       | 188,990                                    |
| PE40-02  | WIC NSA: October - June                                  | 566,969   | 0                       | 566,969                                    |
| PE40-03  | BFPC: July - September                                   | 17,325  | 0                       | 17,325                                     |
| PE40-04  | BFPC: October - June                                     | 51,975  | 0                       | 51,975                                     |
| PE40-05  | Farmer's Market  | 2,699   | 0                       | 2,699                                      |
| PE42-03  | MCAH Perinatal General Funds & Title XIX                 | 11,060  | 0                       | 11,060                                     |
| PE42-04  | MCAH Babies First! General Funds                         | 35,342  | 0                       | 35,342                                     |
| PE42-06  | MCAH General Funds & Title XIX                           | 20,752  | 0                       | 20,752                                     |
| PE42-07  | MCAH Title V (July-Sept)                                 | 29,663  | 0                       | 29,663                                     |
| PE42-08  | MCAH Title V (Oct-June)                                  | 88,988  | 0                       | 88,988                                     |



| State of Oregon<br>Oregon Health Authority<br>Public Health Division  |  |  |  | Page 2 of 3      |
|---|--|--|--|------------------|
| <b>1) Grantee</b><br>Name: Clackamas County<br><br>Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045 |  | <b>2) Issue Date</b><br>September 05, 2019   | <b>This Action</b><br>AMENDMENT<br>FY 2020 |                  |
|   |  | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020  |  |                  |
| <b>4) OHA Public Health Funds Approved</b>  |  |  |  |                  |
| <b>Program</b>  |  | Award<br>Balance   | Increase/<br>(Decrease)                    | New<br>Award Bal |
| PE42-09   | MCAH Oregon Mothers Care Title V (July-Sept)                   | 2,283  | 0  | 2,283            |
| PE42-10   | MCAH Oregon Mothers Care Title V (Oct-June)                    | 6,849  | 0  | 6,849            |
| PE43  | Public Health Practice (PHP) - Immunization Services (Vendors) | 92,462   | 0  | 92,462           |
| PE44-01   | SBHC Base  | 300,000  | 0  | 300,000          |
| PE44-02   | SBHC - Mental Health Expansion                                 | 376,500  | 0  | 376,500          |
| PE46-02   | RH Community Participation & Assurance of Access (July - Mar)  | 0  | 0  | 0                |
| PE46-03   | RH Community Participation & Access (State Funds)              | 41,893   | 0  | 41,893           |
| PE46-04   | RH Community Participation & Access Federal Funds (July-Mar)   | 1,638  | 0  | 1,638            |
| PE50  | Safe Drinking Water (SDW) Program (Vendors)                    | 147,475  | 0  | 147,475          |
| PE51-01   | LPHA Leadership, Governance and Program Implementation         | 0  | 215,498                                    | 215,498          |
|   |  | 2,991,025  | 264,251                                    | 3,255,276        |
| <b>5) Foot Notes:</b>   |  |  |  |                  |
| PE01-01   | 1  | Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.                                      |  |                  |
| PE01-01   | 2  | 8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.   |  |                  |
| PE13-01   | 1  | Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd  |  |                  |
| PE13-01   | 2  | 8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.                                   |  |                  |
| PE40-05   | 1  | 7/2019: Funding available SFY2020 July - December 2019   |  |                  |
| PE42-07   | 1  | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                  |
| PE42-08   | 1  | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                  |
| PE42-09   | 1  | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |  |                  |

| State of Oregon<br>Oregon Health Authority<br>Public Health Division   |  |   | Page 3 of 3          |
|--|--|---|----------------------|
| <b>1) Grantee</b><br>Name: Clackamas County<br><br>Street: 2051 Kaen Rd., Suite 637<br>City: Oregon City<br>State: OR Zip Code: 97045  | <b>2) Issue Date</b><br>September 05, 2019   | <b>This Action</b><br>AMENDMENT<br>FY 2020                        |                      |
|  |  | <b>3) Award Period</b><br>From July 1, 2019 Through June 30, 2020 |                      |
| <b>4) OHA Public Health Funds Approved</b>   |  |   |                      |
| <b>Program</b>   | <b>Award Balance</b>   | <b>Increase/ (Decrease)</b>                                       | <b>New Award Bal</b> |
| PE42-10 1  | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |   |                      |
| PE46-03 1  | 7/2019: Funding is for July 15, 2019 - June 30, 2020   |   |                      |
| PE46-04 1  | 7/2019: Funding for July 1-14, 2019  |   |                      |
| PE51-01 1  | 9/2019: Funding is for period of October 1, 2019-June 30, 2020   |   |                      |
| <b>6) Comments:</b>  |  |   |                      |
| PE02   | 7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status   |   |                      |
| PE07   | Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.   |   |                      |
| PE07   | 7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422   |   |                      |
| PE13-01  | 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)  |   |                      |
| PE27-03  | Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.  |   |                      |
| PE27-04  | 9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.   |   |                      |
| PE27-05  | 8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.   |   |                      |
| PE40-01  | Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19  |   |                      |
| PE40-02  | Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20  |   |                      |
| PE44-02  | 7/2019: MH Expansion funding increase  |   |                      |
| PE46-02  | 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04   |   |                      |
| PE46-03  | 7/2019: State Funding for July 15, 2019 – June 30, 2020  |   |                      |
| PE46-04  | 7/2019: Federal Funding for July 1 – July 14, 2019 only  |   |                      |
| <b>7) Capital outlay Requested in this Action:</b>   |  |   |                      |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. |  |   |                      |
| <b>PROGRAM</b>   | <b>ITEM DESCRIPTION</b>  | <b>COST</b>   | <b>PROG APPROV</b>   |
|  |  |   |                      |

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

**PE27-04: PDOP Naloxone Project (SOR)**

Funding Information Table

|   |                       |
|---|-----------------------|
| Federal Award Identification Number (FAIN): | 6H79T1081716-01M002   |
| Federal Award Date:                         | 7/12/2019             |
| Performance Period:                         | 09/30/18-9/29/20      |
| Federal Awarding Agency:                    | SAMHSA                |
| CFDA Number:                                | 93.788                |
| CFDA Name:                                  | Opioid STR            |
| Total Federal Award:                        | \$16,090,592          |
| Project Description:                        | PDOP Naloxone Project |
| Awarding Official:                          | LeSchell D Browne     |
| Indirect Cost Rate:                         | N/A                   |
| Research and Development (Y/N):             | No                    |

**PCA:** 82367

**INDEX:** 87850

| Agency/Contractor | DUNS     | Amount   |
|-------------------|----------|----------|
| Clackamas         | 96992656 | \$48,753 |

