

September 30, 2021

Members of the Board:

Request for approval to apply for the 2021 Grant Application with the U.S Department of Housing and Urban Development (HUD). The Clackamas County Continuum of Care Program (CoC) annual application for funding is \$3,791,435 including a possible \$481,621 of bonus funding available from HUD. No County General Funds are involved.

Purpose/Outcome	Request authorization to apply for an annual application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 18 projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2022 is for approximately \$3,791,435 including a possible \$481,621 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which will be detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Application is 2021 and funds received during 2022-2023
Previous Board Action/Review	Due to Covid-19, there was no request to the BCC to apply for the 2020-2021 funding, as all grants (including bonus programs) were automatically renewed with HUD. The Board approved 2020-2021 CoC funding grant agreements at the August 5, 2021 BCC Business meeting.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities – CoC NOFA funding serves programming for vulnerable populations in Clackamas County.
Council Review	n/a – this request is for the BCC approval to apply for the CoC grant. Once grant is awarded, the grant agreement will be reviewed by Legal Counsel.
Procurement	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no Item is a grant.
Contact Person	Pamela Anderson, 971/804-3464

Contract No.	n/a – not entered into H3S Contract database as this is the request for application of funding
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BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2021 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to apply yearly for HUD CoC funding, the County must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually application for funding, holding regular Continuum of Care and Steering Committee meetings, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$481,621.

RECOMMENDATION:

Staff recommends the approval of the BCC to apply for the 2021 Continuum of Care funding through HUD.

Respectfully submitted,



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

Attached – summary of 2021 Continuum of Care Notice of Funding Opportunity (NOFO) Program competition

The Notice of Funding Opportunity (NOFO) for the Fiscal Year (FY) 2021 Continuum of Care (CoC) Program Competition (NOFO) has been posted on [Grants.gov](https://www.grants.gov) and will be available on the [Funding Opportunities](#) page on HUD's website later today. Additional resources will be available on the [Continuum of Care Program Competition](#) page of HUD's website.

The CoC Application, CoC Priority Listing, and Project Applications should be available Thursday, August 19, 2021 in [e-snaps](#). Collaborative Applicants and project applicants will be able to access the applications to review, update, and enter required information for the application process.

Submission Deadline: Thursday, November 16, 2021 at 8:00 PM EST

Collaborative Applicants

- The CoC Application and CoC Priority Listing that includes all project applications that will be submitted to HUD are separate submissions in *e-snaps*. Collaborative Applicants must submit both parts of the CoC Consolidated Application by the application submission deadline for HUD to consider the CoC Consolidated Application to be complete.
- There are six Project Listings in the CoC Priority Listing; however, only the New and Renewal Project Listings require unique rank numbers. The remaining four Project Listings only require Collaborative Applicants to accept or reject project applications.
- The CoC Competition Report, and instructions on how to access the report, that includes data reported in the Homelessness Data Exchange (HDX) is available for use by Collaborative Applicants to complete portions of the FY 2021 CoC Application.

Project Applicants

- Returning project applicants can choose to import the FY 2019 renewal project application responses; however, this must be requested during your registration of the Renewal Funding Opportunity in *e-snaps* and is only available if you submitted a renewal project application in the FY 2019 CoC Program Competition. Imported responses must be carefully reviewed to ensure accuracy.
- First-time renewal projects must complete the entire renewal project application, including any first-time renewal projects awarded funds under the FY 2020 CoC Program Non-competitive Funding Notice.
- New project applications must be completed in full and in accordance with the new project application components permitted in this year's Competition.
- YHDP replacement project applications must be completed in full and in accordance with the YHDP replacement project application process outlined in the NOFO.
- CoC planning and UFA Costs applications will only be reviewed if submitted by the CoC's designated Collaborative Applicant identified in the CoC Applicant Profile in *e-snaps*.
- Dedicated HMIS projects, renewal and new, can only be submitted by the CoC's designated HMIS Lead as identified in the CoC Applicant Profile in *e-snaps*.

Additional Guidance

The following additional guidance will be posted on the [CoC Program Competition](#) page of HUD's website between August 19, 2021 and August 23, 2021:

- FY 2021 CoC Estimated ARD Reports
- Detailed Instructions

- CoC Application
- CoC Priority Listing
- Project Applications – all types
- Navigational Guides
 - Accessing the Project Application
 - New Project Application
 - Renewal Project Application
 - UFA Costs Project Application
 - Planning Costs Project Application
 - CoC Priority Listing

Additional guidance including Frequently Asked Questions (FAQs) and remaining Navigational Guides will be posted to the CoC Program Competition page within the next two weeks.

Questions

Questions regarding the FY 2021 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.

Questions related to *e-snaps* functionality (e.g., password lockout, access to user's application account, updating Applicant Profile) must be submitted to e-snaps@hud.gov.

Listserv Notifications

If you are aware or suspect that the Collaborative Applicant or project applicant for your CoC is not currently receiving these listserv messages, please forward the following link so the Collaborative Applicant or project applicant can register to receive listserv messages as this is the only form HUD uses to communicate CoC Program information to the public:

- [SNAPS Competitions](#), specifically for Competition related messages; and
- [SNAPS Program Information](#), general information regarding SNAPS programs.



September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with
Clackamas Women’s Services to provide evidence-based Parenting Education
Classes. Maximum Contract Value \$20,166 funded through Oregon Community
Foundation. No County General Funds

Purpose/Outcome	Clackamas Women’s Services (CWS) was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct one 6-week Spanish series of Paternidad Activa 4a • Conduct one 6-week Spanish series of Paternidad Activa de Adolescentes • Conduct supplemental parenting support group sessions for Spanish and English speaking parents
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$20,166 and does not include any County funds.
Funding Source	Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Competitive Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10344

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Clackamas Women’s Services to provide high quality, evidence-based parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$20,166.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10344 Program Name: <i>OPEC Parenting Education</i> Program/Project Number: 400321490	
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>Clackamas Women's Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
FEIN: 93-0900119	

RECITALS

1. Clackamas Women's Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish class series of Paternidad Activa 4a, Paternidad Activa de Adolescentes, and supplemental parenting support group sessions for Spanish and English speaking parents of young children. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
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, 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 **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to 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 Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$20,166**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$20,166**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with

the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 Oregon Community Foundation Oregon Parenting Education Collaborative.
 - 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 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to 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.

12. 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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

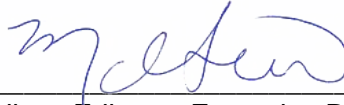
- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045

CLACKAMAS COUNTY

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

By: 
Melissa Erlbaum Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/1/2021

Dated: _____

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

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 6-week Spanish class series of Paternidad Activa 4a.
- By June 30, 2022 conduct one 6-week series of Paternidad Activa de Adolescentes.
- By June 30, 2022 conduct supplemental parenting support group sessions for Spanish and English speaking parents.

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2021-2022**

Provider: Clackamas Women's Service
 Activity: **Clackamas Parenting Together – Parenting Education**
 Contact: Chelsea Guidry
 ChelseaG@cwsor.org | 503.655.8600
 Contract Period: August 1, 2021 - June 30, 2022

Active Parenting Now (Spanish)							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1st Quarter	Oct-Dec 2nd Quarter	Jan-March 3rd Quarter	Apr-May 4th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents. Classes must target families with 8 to 18 years old. Classes may be facilitated in person or virtually to best meet the health and safety needs of the community.	75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
	% Successful						
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					

Active Parenting Teens (Spanish)

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one Spanish class series of Active Parenting Teens (total of 6 sessions), with a minimum of 8 unduplicated parents p. Classes must target families with children 8 to 18 years old. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
<p>Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.</p>	<p>Indicate which quarter the fidelity checklist was completed:</p>						
<p>Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered</p>	<p>Indicate which quarter the site visit was completed:</p>						

Parent Cafes							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct a minimum of 6 parent support groups serving a minimum of 12 unduplicated English speaking parents with children birth to 18. Support groups may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in English-speaking support groups (cafés) will report an increase in quality of parent-child/youth interactions and/or decrease in parental isolation and stress. Measured by Parenting Skills Ladder survey, workshop evaluation, and facilitator observations.</p>	# sessions offered during the quarter					
		# of unduplicated parents attending at least one class:					
		Average # of parents at each class:					
		Average # of children/youth served:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
% Successful							
<p>By June 30, 2022, conduct a minimum of 10 monthly parent support groups serving a minimum of 12 unduplicated Spanish speaking families with children birth to 18. Support groups may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in Spanish-speaking support groups (cafes) will report an increase in quality of parent-child/youth interactions and/or decrease in parental isolation and stress. Measured by Parenting Skills Ladder survey, workshop evaluation, and facilitator observations.</p>	# sessions offered during the quarter					
		# of unduplicated parents attending at least one class:					
		Average # of parents at each class:					
		Average # of children/youth served:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
% Successful							

**Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative**

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Clackamas Women's Services		
Program:	OPEC Parenting Education		
Address:	256 Warner Milne Rd		
	Oregon City, OR 97045		
Contact Person:	Chelsea Guidry	Contract #:	
Phone Number:	503-894-2041	Contract Term:	8/1/21-6/30/22
E-mail:	ChelseaG@cwsor.org		
Budget Category	Budget	Match	
<u>Personnel</u>		No Match Required on this Agreement	
Parenting Educators	\$ 4,800.00		
Program Director	\$ 3,000.00		
Childcare Staff	\$ 1,650.00		
Fringe	\$ 1,792.00		
Total Personnel	\$ 11,242.00		
<u>Administration</u>			
Admin	\$ 1,724.00		
Total Administration	\$ 1,724.00		
<u>Program costs</u>			
Meals & Snacks, Food	\$ 3,000.00		
Parent Incentive	\$ 1,500.00		
Childcare & Program Supplies	\$ 1,500.00		
Facilitator Training & Travel	\$ 1,200.00		
	\$ -		
Total Program	\$ 7,200.00		
Total Budget	\$ 20,166.00		

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor:	Clackamas Women's Services	Contract Number:		
Address:	256 Warner Milne Rd Oregon City, OR 97045	Report Period:		
Contact Person:				
Contact Info:				
Term:	8/1/21-6/30/22			
Budget Category	Approved Budget 8/1/21-6/30/22	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Parenting Educators	\$ 4,800.00	\$ -	\$ -	\$ 4,800.00
Program Director	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Childcare Staff	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Fringe	\$ 1,792.00	\$ -	\$ -	\$ 1,792.00
	\$ 11,242.00	\$ -	\$ -	\$ 11,242.00
<u>Administration</u>				
Admin	\$ 1,724.00	\$ -	\$ -	\$ 1,724.00
		\$ -		\$ -
	\$ 1,724.00	\$ -	\$ -	\$ 1,724.00
<u>Program costs</u>				
Meals & Snacks, Food	\$ 3,000.00			\$ 3,000.00
Parent Incentives	\$ 1,500.00			\$ 1,500.00
Childcare & Program Supplies	\$ 1,500.00			\$ 1,500.00
Facilitator Training & Travel	\$ 1,200.00			\$ 1,200.00
	\$ -			\$ -
	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00
Total Budget	\$ 20,166.00	\$ -	\$ -	\$ 20,166.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Clackamas Women's Services

Funded Service: Evidence-Based Parenting Education

Program Contact:

Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with
Lifeworks NW to provide evidence-based Parenting Education Classes
Maximum Value \$8,850 through Oregon Community Foundation. No County
General Funds

Purpose/Outcome	Lifeworks NW was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct one 8-week Spanish class of Circle of Security • Conduct one 8-week English class of Circle of Security
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$8,850 and does not include any County funds.
Funding Source	Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10343

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Lifeworks NW to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$8,850.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10343	
Program Name: OPEC Parenting Education Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Lifeworks NW (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Connie Dunkle-Weyrauch	Program Representative: Marylee Stahl
Lifeworks NW 5415 SW Westgate Drive Portland, OR 97221 (503) 645-3581 ext. 2354 Connie.dunkle-weyrauch@lifeworksnw.org	Lifeworks NW 5415 SW Westgate Drive Portland, OR 97221 (503) 332-0984 marylees@lifeworksnw.org
FEIN: 93-0502822	

RECITALS

1. Lifeworks NW (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Circle of Security to parent of young children. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
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, 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 **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to 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 Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$8,850**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$8,850**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by

SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 Oregon Community Foundation Oregon Parenting Education Collaborative.
 - 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 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to 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.

12. 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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.

- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

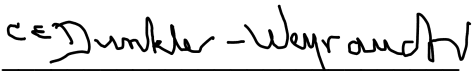
- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Lifeworks NW
5415 SW Westgate Drive
Portland, OR 97221

CLACKAMAS COUNTY

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

By: 
Mary Monnat, Executive Director
Connie Dunkle-Weyrauch, CFO

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/2/2021

Dated: _____

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

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 8-week Spanish class series of Circle of Security.
- By June 30, 2022 conduct one 8-week English class series of Circle of Security.

Provider: Lifeworks NW
 Activity: Clackamas Parenting Together – Parenting Education
 Contact: Marylee Stahl
marylees@lwnw.org | 503-332-0984

Contract Period: August 1, 2021 - June 30, 2022

Circle of Security, English

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one English class series of Circle of Security (total of 8 sessions), with a minimum of 6 unduplicated parents. Classes must target families with children birth to 5 years old.	75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 8 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
	% Parent Successful						
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration.	Indicate which quarter the site visit was completed:						

Circle of Security, Spanish							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Circle of Security (total of 8 sessions), with a minimum of 6 unduplicated parents. Classes must target families with children birth to 5 years old.	75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 8 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
	% Parent Successful						
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration.		Indicate which quarter the site visit was completed:					

Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Lifeworks NW		
Address:	5415 SW Westgate Drive		
	Portland, OR 97221		
Contact Person:	Marylee Stahl		
Contact Info:	marylees@lifeworksnw.org		Contract #:
Term:	8/1/21-6/30/22		
Budget Category		Budget (OPEC)	
<u>Personnel</u>			No Match Required
Parenting Educators	\$ -		
Program Director & Admin	\$ -		
Child care staff	\$ -		
Administrative/Front Desk	\$ -		
Taxes/Benefits	\$ -		
	\$ -		
<u>Administration</u>			
Admin	\$ 650.00		
	\$ 650.00		
<u>Program costs</u>			
Meals, Snacks, Food	\$ 5,600.00		
Parent Incentives	\$ 1,000.00		
Childcare & Program Supplies	\$ -		
Cell Phone/IT	\$ 180.00		
Facilitator Training & Travel	\$ 1,200.00		
Curriculum	\$ 220.00		
	\$ 8,200.00		
Total Budget	\$ 8,850.00		

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor:	Lifeworks NW			Contract Number:
Address:	5415 SW Westgate Drive Portland, OR 97221			Report Period:
Contact Person:	Marylee Stahl			
Contact Info:	marylees@lifeworksnw.org			OPEC
Term:	8/1/21-6/30/22			
Budget Category	Budget:	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Parenting Educators	\$ -	\$ -	\$ -	\$ -
Program Director & Admin	\$ -	\$ -	\$ -	\$ -
Child care staff	\$ -	\$ -	\$ -	\$ -
Administrative/Front Desk	\$ -	\$ -	\$ -	\$ -
Taxes/Benefits (On-Call)	\$ -	\$ -	\$ -	\$ -
Taxes/Benefits (Staff)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<u>Administration</u>				
Admin	\$ 650.00	\$ -	\$ -	\$ 650.00
	\$ 650.00	\$ -	\$ -	\$ 650.00
<u>Program costs</u>				
Meals, Snacks, Food	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00
Parent Incentives	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Childcare & Program Supplies	\$ -	\$ -	\$ -	\$ -
Curriculum	\$ 220.00	\$ -	\$ -	\$ 220.00
Cell Phone/IT	\$ 180.00	\$ -	\$ -	\$ 180.00
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
	\$ 8,200.00	\$ -	\$ -	\$ 8,200.00
Total Budget	\$ 8,850.00	\$ -	\$ -	\$ 8,850.00
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>				
CERTIFICATION				
<i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i>				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Lifeworks NW

Funded Service: Evidence-Based Parenting Education

Program Contact: Marylee Stahl

Contact Info: marylees@lifeworksnw.org

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide evidence-based Parenting Education Classes. Maximum Value of \$48,661.10 Through Oregon State University. No County General Funds.

Purpose/Outcome	Northwest Family Services was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct three 12-week class series of Parenting Inside Out • Conduct two 10-week Spanish class series of Abriendo Puertas • Conduct one 10-week class series of Strengthening Families Program
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$48,661.10 and does not include any County funds.
Funding Source	Oregon State University for its College of Public Health Grant Award (\$17,340.50) and Oregon Community Foundation – Oregon Parenting Education Collaborative (31,320.60)
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10342

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$48,661.10.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10342	
Program Name: <i>OPEC Parenting Education</i> Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Samantha Furlow
Northwest Family Services 6200 SE King Road Portland, OR (360) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR (503-709-2838 sfurlow@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series¹ to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct parenting education courses in Spanish and English to parents of young children and adolescents. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
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, 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 **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to 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 Oregon Parenting Education Collaborative (OPEC) and Oregon State University for its College of Public Health Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is OPEC (**\$31,320.60**) and Oregon State University for its College of Public Health issued to COUNTY (**\$17,340.50**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$48,661.10**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by

SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 OPEC and Oregon State University Grants.
 - 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 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to 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.

12. 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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/1/2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
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- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct three 12-week series of Parenting Inside Out.
- By June 30, 2022 conduct two 10-week Spanish series of Abriendo Puertas.
- By June 30, 2022 conduct one 10-week series of Strengthening Families Program.

Provider: Northwest Family Services - NWFS
 Activity: Parent Education – Parenting mini grant
 Contact: Rose Fuller | rfuller@nwfs.org | 503.546.6377
 Samantha Furlow | sfuller@nwfs.org | 503.421.7122
 Contract Period: Aug 1, 2021 - June 30, 2022

ABRIENDO PUERTAS							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct two Spanish class series of Abriendo Puertas (total of 10 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person to best meet covid-19 healthy and safety recommendations.	75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 10 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:						

PARENTING INSIDE OUT							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct three English class series of Parenting Inside Out (total of 12 sessions each), with a minimum of 12 unduplicated parents per series.</p> <p>Classes may target families with children birth to 18 years old.</p> <p>Classes maybe facilitated virtually or in person to best meet covid-19 healthy and safety recommendations.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 12 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered		Indicate which quarter the site visit was completed:					

STRENGTHENING FAMILIES							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one bilingual English/Spanish class series of Strengthening Families Program 7-17 (total of 11 sessions), with a minimum of 10 unduplicated parents, and 10 unduplicated youth per series.</p> <p>Classes must target families with children 8 to 18 years old.</p> <p>Class may be facilitated virtually or in person.</p>	<p>75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of youth participants will report an increase in quality of parent/youth & youth/peer interactions as measured by Youth Exit Survey.</p> <p>75% of participants will attend at least 70% of the 7 sessions offered.</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		# of youth attending at least one class:					
		Average # of parents at each class:					
		Average # of youth at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of youth attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
		% Parent Successful					
		# Youth Assessed with Exit Survey					
# Successful based on Exit Survey							
% Youth Successful							
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					

Facilitator must arrange with county staff one class site observation prior to week 9 of class duration for each series offered	Indicate which quarter the site visit was completed:					
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**Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative**

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor: <u>Northwest Family Services</u> Program: <u>OPEC Parenting Education</u> Address: <u>6200 SE King Rd</u> <u>Portland, OR 97222</u> Contact Person: <u>Samantha Furlow</u> Phone Number: <u>503-421-7122</u> E-mail: <u>sfurlow@nwfs.org</u>		OPEC Contract #: Contract Term: 8/1/21-6/30/22	
Budget Category	Approved Budget (OPEC)	Approved Budget (OSU)	Total Budget
<u>Personnel</u>			
Parenting Educators	\$ 8,000.00	\$ 6,000.00	\$ 14,000.00
Program Director & Admin	\$ 650.00	\$ 200.00	\$ 850.00
Child Care Staff	\$ 7,140.00	\$ 1,386.00	\$ 8,526.00
Child care staff (Clackamas Parenting)	\$ 4,000.00	\$ -	\$ 4,000.00
Fringe	\$ 3,021.60	\$ 1,887.50	\$ 4,909.10
	\$ 22,811.60	\$ 9,473.50	\$ 32,285.10
<u>Administration</u>			
Admin 10% OPEC	\$ 2,634.00	\$ 1,317.00	\$ 3,951.00
	\$ 2,634.00	\$ 1,317.00	\$ 3,951.00
<u>Program costs</u>			
Meals & Snacks, Food	\$ 3,200.00	\$ 4,600.00	\$ 7,800.00
Parent Incentives	\$ 900.00	\$ 1,000.00	\$ 1,900.00
Childcare & Program Supplies	\$ 575.00	\$ 950.00	\$ 1,525.00
Facilitator Training & Travel	\$ 1,200.00		\$ 1,200.00
	\$ 5,875.00	\$ 6,550.00	\$ 12,425.00
Total Budget	\$ 31,320.60	\$ 17,340.50	\$ 48,661.10

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 					
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Samantha Furlow Contact Info: sfurlow@nwfs.org Term: 8/1/21-6/30-22			Contract Number: _____ Report Period: _____ <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px; text-align: center;">OPEC</div>		
Budget Category	Approved Budget (OPEC)	Approved Budget (OSU)	Current Draw Request	Previously Requested	Balance
Personnel					
Parenting Educators (Abriendo, PIOa/b/c)	\$ 8,000.00		\$ -	\$ -	\$ 8,000.00
Parenting Educators (SFP)		\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Program Director & Admin (Abriendo, PIOa/b/c)	\$ 650.00		\$ -	\$ -	\$ 650.00
Program Director & Admin (SFP)		\$ 200.00	\$ -	\$ -	\$ 200.00
Child care staff (Abriendo, PIOa/b/c)	\$ 7,140.00		\$ -	\$ -	\$ 7,140.00
Child care staff (SFP)		\$ 1,386.00	\$ -	\$ -	\$ 1,386.00
Child care staff (Clackamas Parenting)	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
Fringe (Abriendo, PIOa/b/c)	\$ 3,021.60		\$ -	\$ -	\$ 3,021.60
Fringe (SFP)		\$ 1,887.50	\$ -	\$ -	\$ 1,887.50
	\$ 22,811.60	\$ 9,473.50	\$ -	\$ -	\$ 28,285.10
Administration					
Admin (Abriendo, PIOa)	\$ 2,634.00		\$ -	\$ -	\$ 2,634.00
Admin (PIOb/c, SFP)		\$ 1,317.00	\$ -	\$ -	\$ 1,317.00
	\$ 2,634.00	\$ 1,317.00	\$ -	\$ -	\$ 3,951.00
Program costs					
Meals & Snacks, Food (Abriendo, PIOa)	\$ 3,200.00		\$ -	\$ -	\$ 3,200.00
Meals & Snacks, Food (PIOb/c, SFP)		\$ 4,600.00	\$ -	\$ -	\$ 4,600.00
Parent Incentives (Abriendo, PIOa)	\$ 900.00		\$ -	\$ -	\$ 900.00
Parent Incentives (PIOb/c, SFP)		\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Childcare & Program Supplies (Abriendo, PIOa)	\$ 575.00		\$ -	\$ -	\$ 575.00
Childcare & Program Supplies (PIOb/c, SFP)		\$ 950.00	\$ -	\$ -	\$ 950.00
Facilitator Training & Travel	\$ 1,200.00		\$ -	\$ -	\$ -
	\$ 5,875.00	\$ 6,550.00	\$ -	\$ -	\$ 11,225.00
Total Budget	\$ 31,320.60	\$ 17,340.50	\$ -	\$ -	\$ 48,661.10
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.					

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Northwest Family Services
Funded Service: Evidence-Based Parenting Education
Program Contact: Samantha Furlow
Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

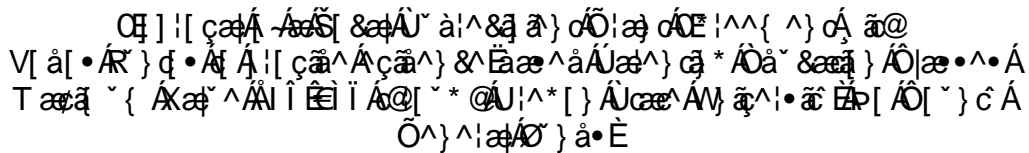
3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:
Date:

September 30, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:



Purpose/Outcome	Todos Juntos was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct one 10-week Spanish class series of Make Parenting a Pleasure • Conduct one 8-week Spanish class series of Abriendo Puertas • Conduct one 6-week English class series of Active Parenting Now • Conduct one 6-week Spanish class series of Active Parenting Now • Conduct one 6-week English class series of Active Parenting Teens
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$46,087 and does not include any County funds.
Funding Source	Oregon State University for its College of Public Health Grant Award
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10341

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$46,087.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10341	
Program Name: OPEC Parenting Education Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Todos Juntos (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Jill Palomaki	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 (360) 607-4558	Todos Juntos PO Box 645 Canby, OR 97013 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 evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct parenting education courses in Spanish and English to parents of young children and adolescents. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
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, 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 **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to 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 Oregon State University for its College of Public Health Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon State University for its College of Public Health issued to COUNTY (**\$46,087**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$46,087**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with

the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **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 agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. 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 Oregon Community Foundation Oregon Parenting Education Collaborative.
 - 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 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at 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, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to 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.

12. 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.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **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.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9-3-2021

Dated: _____

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

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 10-session Spanish series of Make Parenting A Pleasure.
- By June 30, 2022 conduct one 8-session Spanish series of Abriendo Puertas.
- By June 30, 2022 conduct one 6-session English series of Active Parenting Now.
- By June 30, 2022 conduct one 6-session Spanish series of Active Parenting Now.
- By June 30, 2022 conduct one 6-session English series of Active Parenting Teens.

Provider: Todos Juntos
 Activity: Clackamas Parenting Together
 Contact: Eric Johnston | ejtodosjuntos2@gmail.com | 503.544.1513
 Contract Period: August 1, 2021 - June 30, 2022

Shawna Johnson
 503.341.3381 | shawnaj@todos-juntos.net

MAKE PARENTING A PLEASURE (Spanish)							
Activities/Outputs:	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Make Parenting A Pleasure (total of 10 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.	75% of participants in will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 10 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:						

ABRIENDO PUERTAS

Activities/Outputs:	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:						

ACTIVE PARENTING NOW

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one English class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total

<p>By June 30, 2022, conduct one Spanish class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
<p>Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.</p>		<p>Indicate which quarter the fidelity checklist was completed:</p>					
<p>Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered</p>		<p>Indicate which quarter the site visit was completed:</p>					

ACTIVE PARENTING TEENS

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one class series of Active Parenting Teens (minimum of 6 sessions), with a minimum of 8 unduplicated parents per series.</p> <p>These series:</p> <ol style="list-style-type: none"> Must target rural Clackamas County families with children 8 – 18 years old May be facilitated in Spanish or English May be facilitated virtually or in person 	<p>75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the total sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:						

Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Todos Juntos		OPEC
Program:	Parenting Education		
Address:	PO Box 645		
	Canby, OR 97013		
Contact Person:	Shawna Johnson	Contract #:	
Phone Number:	503-341-3381	Contract Term:	8/1/21-6/30/22
E-mail:	shawnaj@todos-juntos.net		
Budget Category	Approved Budget (OSU-SSA)	Approved Budget (OSU)	Total Budget
<u>Personnel</u>			
Parenting Educators	\$ 11,520.00	\$ 2,240.00	\$ 13,760.00
Program Director & Admin	\$ 7,875.00	\$ 3,375.00	\$ 11,250.00
Fringe	\$ 2,909.00	\$ 842.00	\$ 3,751.00
	\$ 22,304.00	\$ 6,457.00	\$ 28,761.00
<u>Administration</u>			
Admin	\$ 2,013.00	\$ 863.00	\$ 2,876.00
	\$ 2,013.00	\$ 863.00	\$ 2,876.00
<u>Program costs</u>			
Meals & Snacks, Food	\$ 7,100.00	\$ 2,400.00	\$ 9,500.00
Parent Incentives	\$ 850.00	\$ 400.00	\$ 1,250.00
Childcare & Program Supplies	\$ 1,700.00	\$ 800.00	\$ 2,500.00
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ 1,200.00
	\$ 10,850.00	\$ 3,600.00	\$ 14,450.00
Total Budget	\$ 35,167.00	\$ 10,920.00	\$ 46,087.00

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:					
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 					
Contractor: Todos Juntos				Contract Number:	
Address: PO Box 645				Report Period:	
Canby, OR 97013					
Contact Person: Eric Johnston				OPEC Program	
Contact Info: ejtodosjuntos@comcast.net					
Term: August 1, 2020-June 30, 2021					
Budget Category	Budget (SSA) - AP 4th, MPAP & Abriendo	Budget (ODHS) - Active Parenting Teens	Current Draw Request	Previously Requested	Balance
<u>Personnel - SSA</u>					
Parenting Educators	\$ 11,520.00		\$ -	\$ -	\$ 11,520.00
Program Director & Admin	\$ 7,875.00		\$ -	\$ -	\$ 7,875.00
Fringe	\$ 2,909.00		\$ -	\$ -	\$ 2,909.00
<u>Personnel - ODHS</u>					
Parenting Educators		\$ 2,240.00	\$ -	\$ -	\$ 2,240.00
Program Director & Admin		\$ 3,375.00	\$ -	\$ -	\$ 3,375.00
Fringe		\$ 842.00	\$ -	\$ -	\$ 842.00
	\$ 22,304.00	\$ 6,457.00	\$ -	\$ -	\$ 28,761.00
<u>Administration</u>					
Admin SSA	\$ 2,013.00		\$ -	\$ -	\$ 2,013.00
Admin ODHS		\$ 863.00	\$ -	\$ -	\$ 863.00
	\$ 2,013.00	\$ 863.00	\$ -	\$ -	\$ 2,876.00
<u>Program Costs - SSA</u>					
Meals & Snacks, Food	\$ 7,100.00	\$ -	\$ -	\$ -	\$ -
Parent Incentives	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00
Childcare & Program Supplies	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
<u>Program Costs - ODHS</u>					
Meals & Snacks, Food	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -
Parent Incentives	\$ -	\$ 400.00	\$ -	\$ -	\$ 400.00
Childcare & Program Supplies	\$ -	\$ 800.00	\$ -	\$ -	\$ -
	\$ 10,850.00	\$ 3,600.00	\$ -	\$ -	\$ 14,450.00
Total Budget	\$ 35,167.00	\$ 10,920.00	\$ -	\$ -	\$ 46,087.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.					
CERTIFICATION					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.					

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Todos Juntos

Funded Service: Evidence-Based Parenting Education

Program Contact: Shawna Johnson

Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Application for Federal Lands Access Program Funds for Continuing Operations of the Mt Hood Express in the amount of \$838,500 from Western Federal Lands No County General Funds are Required.

Purpose/Outcomes	Approval to apply for Federal Lands Access Program Funds through Western Federal Lands for continuing operations of the Mt Hood Express public transit service. These funds have supported expanded service to Government Camp and Timberline Lodge since 2013.
Dollar Amount and Fiscal Impact	\$838,500. Funds would pay for additional daily bus times to Government Camp and also for bus service to Timberline Lodge. Funds are required to avoid future service reductions. Match funds will be provided by public-private partnerships funds from two ski resorts.
Funding Source	Western Federal Lands
Duration	October 1, 2022 to September 30, 2025
Previous Board Action	Approval of funding agreement 8/29/13, Board Order #082913-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	This is a Grant application. Not subject to County Counsel Review
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply for a grant for Federal Lands Access Program funds from Western Federal Lands for continuing operations of the Mt Hood Express public transit service.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. In October, 2013, with the award of Federal Lands Access Program funds, the service was

Healthy Families. Strong Communities.

expanded to include daily service to Government Camp and Timberline Lodge. The initial application was completed jointly with the City of Sandy and also provided funding for bus service between Sandy and Gresham, providing a vital transit link throughout the Portland Metro area and beyond. While ridership numbers are currently impacted by COVID, the service has historically provided over 72,000 rides per year to access work, education, and recreational opportunities on Mt. Hood.

The 2021 Oregon Federal Lands Program solicitation will provide essential funding to sustain the current level of transit service for both Mt Hood Express and the City of Sandy's transit program. Without these funds, there will be approximately a 40% decrease in public transit service levels. The current application will be completed in partnership with the City of Sandy and endorsed by the US Forest Service.

The total amount of the proposed application will be up to \$838,500 for continuing operations of the Mt Hood Express. The grant, if awarded, would have no effect on staffing. The match requirements will be met by a public-private partnership with local partners that has existed for the last 8 years.

RECOMMENDATION:

We recommend the approval to apply for this grant.

Respectfully submitted,

Mary Rumbaugh

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

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award
 Award Renewal? Yes No

Lead Department & Fund: Dept of Health Housing and Human Services- Social Services DI

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.
 If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC.

Name of Funding Opportunity: Federal Lands Access Program (FLAP)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Teresa Christopherson, Administrative Services Manager

Requestor Contact Information: teresachr@clackamas.us or 503-650-5718

Department Fiscal Representative: Jennifer Snook

Program Name and prior project # (please specify): Mt Hood Express Service Expansion (05357)

Brief Description of Project:

Since 2013, Federal Lands Access Program (FLAP) funds have allowed the Mt Hood Express public transit program to provide expanded bus from the Villages at Mt Hood area to Government Camp and Timberline Lodge. The Mt Hood Express (MHX) has been providing public transit service to commuters, visitors and residents of the Mt. Hood area for over 17 years with an Express Route to Timberline and the Villages Shuttle deviated fixed route to Rhododendron. The Express provides round-trip bus service from the City of Sandy to Timberline Lodge, seven days per week, six times a day, year-round, except for Thanksgiving Day and Christmas Day. During the peak season (December through March) additional runs are offered. The Villages Shuttle serves the mountain communities with a deviated round-trip route from the City of Sandy to Rhododendron, three times a day, seven days a week, year-round, except for holidays. Both transit services are closely coordinated with the City of Sandy's Sandy Area Metro (SAM) bus schedule for efficient and seamless transfers to and from Gresham and the Portland Metro areas. The strong growth in public transit ridership has reduced traffic congestion while increasing job opportunity, autonomy of riders and recreational tourism to the Mt. Hood area year-round. The FLAP funds have supported the growth of this service from a local shuttle between Sandy and Rhododendron to its current level of service and are essential to avoid any reductions in service going forward.

Name of Funding Agency: Western Federal Lands

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

<https://highways.dot.gov/federal-lands/programs-access>

OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson, Administrative Services Manager 8/31/21

Date

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

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

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>	
CFDA(s), if applicable: <u>20.224</u>		Funding Agency Award Notification Date: <u>TBD</u>	
Announcement Date: <u>7/12/21</u>		Announcement/Opportunity #: <u>HFL-17</u>	
Grant Category/Title: <u>2021 Oregon Federal Lands Access</u>		Max Award Value: <u>\$838,500</u>	
Allows Indirect/Rate: <u>No (not used for staffing)</u>		Match Requirement: <u>10.27% from private partners</u>	
Application Deadline: <u>10/7/21</u>		Other Deadlines: _____	
Award Start Date: <u>10/1/22</u>		Other Deadline Description: _____	
Award End Date: <u>9/30/25</u>			
Completed By: <u>T Christopherson</u>		Program Income Requirement: <u>N/A</u>	
Pre-Application Meeting Schedule: <u>N/A continued funding</u>			

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

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

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

Program Approval:

Teresa Christopherson 8/31/21

Teresa D.
Christopherson

Digitally signed by Teresa D
Christopherson
Date: 2021.08.31 15:41:11 -0700

Name (Typed/Printed)


Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin		Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.09.01 11:22:15 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	9/7/21	
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

FINANCE ADMINISTRATION		
Christa Bosserman-Wolfe	9/7/21	
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

September 30, 2021

Clackamas County
Board of Commissioners

Members of the Board:

Approval to execute Amendment #1 to the Short-term Revenue Sharing Agreement between Clackamas County and Metro Regional Government to extend the terms to ensure Clackamas County continues to receive revenues collected from Measure 26-210 until the IGA is fully executed

Purpose/Outcomes	To extend the SHS Revenue Sharing Agreement until November 1, 2021, with the option to extend for additional one-month periods upon written consent of all parties. The purpose of the extension is to enable revenue to continue to flow while negotiations of the IGA with Metro Regional Government continue.
Dollar Amount and Fiscal Impact	Clackamas County will receive 21.3% of income taxes collected for this measure. Measure 26-210 is projected to bring up to \$32.2M for Clackamas County in FY21-22 with much of it coming in the 4th quarter.
Funding Source(s)	Measure 26-210 Supportive Housing Services Revenue
Duration	Extension of up to November 1, 2021, with potential extensions upon agreement of the parties.
Previous Board Action	September 21, 2021 – Amendment #1 presented at Issues July 1, 2021 – Approval by the Board of the Revenue Sharing Agreement with Metro that ends October 1, 2021 or when the IGA is executed, whichever is first. June 29, 2021 – Policy Session for the short-term Revenue Sharing Agreement
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	9/15/21 - Andrew Naylor
Contact Person	Rodney Cook, Director of H3S, 503.650.5677
Contract Number	N/A

BACKGROUND:

Health, Housing and Human Services Department (H3S), requests approval to execute an amendment to the Short-Term Revenue Sharing Agreement between Metro and Clackamas County, Washington County and Multnomah County to ensure Clackamas County continues to receive revenues from Measure 26- 210. Amendment #1 will extend the terms of the agreement to November 1, 2021, with the option to renew for additional one-month periods upon written consent of the parties.

IGA negotiations are underway but a final IGA will not be executed by all parties by October 1, 2021. Although the anticipated funding may come in slower than originally forecasted, some funding has already been collected and continues to be collected. The revenue agreement is the mechanism needed to allow funding collected and being collected to flow from Metro to Clackamas County without further delay.

RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to the revenue agreement between Metro, Clackamas County, and the other county partners. With respect to the optional additional extensions, staff requests that this Board delegate authority to approve those additional extensions to Commissioner Tootie Smith, Chair, or to the County Administrator. It is unclear if any extensions will be necessary. If the Board does not wish to delegate authority, staff will present additional extension requests if/when they arise.

Respectfully submitted,

Mary Rumbaugh

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

AMENDMENT No. 1
TO
REVENUE SHARING AGREEMENT

This AMENDMENT NO. 1 TO REVENUE SHARING AGREEMENT ("Amendment") is by and between Metro Regional Government, a municipal corporation of the state of Oregon ("Metro"); Clackamas County, a political subdivision of the state of Oregon ("Clackamas"); Multnomah County, a political subdivision of the state of Oregon ("Multnomah"); and Washington County, a political subdivision of the state of Oregon ("Washington"). Washington, Multnomah, and Clackamas each are a "County" and are collectively referred to as the "Counties"; all parties to the Amendment are a "Party" and they are collectively referred to as the "Parties".

Recitals

WHEREAS, the Parties are parties to the Revenue Sharing Agreement, effective June 1, 2021 ("Agreement"), which enables Metro to allocate funding collected from business and personal income taxes imposed by Metro under its Ordinance No. 20-1442 and Ballot Measure 26-210 (the "Measure"), which was approved by voters on May 19, 2020; and

WHEREAS, and as further set forth in the Agreement, the Counties use the Income Taxes to pay for supportive housing services consistent with each County's Metro-approved Local Implementation Plan; and

WHEREAS, the Parties entered the Agreement to allow the Parties more time to work on a comprehensive intergovernmental agreement for the that funding (the "SHS IGA"); and

WHEREAS, the Parties require more time to conclude negotiations on the SHS IGA and have agreed to extend the Term, defined below, of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

Agreement

1. **Term Extension.** The second sentence of the Agreement at **Section 1** is deleted and replaced with the following:

The Agreement shall run from the Effective Date until November 1, 2021, and thereafter shall renew for additional one month periods with the written consent of the Parties' (the "Term"). The Agreement shall terminate upon full execution of a SHS IGA by a County, unless otherwise terminated by a Party as provided in **Section 5**.

2. **Reporting.** The Counties will provide Metro a written update within thirty (30) days of execution of this Amendment. The written update will provide a summary of each County's use of funding received from Metro under the Agreement for supportive housing "wrap around" services or other uses consistent with the terms of the Measure.

3. **No Other Changes.** This Amendment does not change or otherwise affect any other term of the Agreement.

**AMENDMENT No. 1
TO
REVENUE SHARING AGREEMENT
Signature Page**

The Amendment may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Amendment are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Amendment made by reliable means is considered an original.

Metro

Clackamas County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Office of Metro Attorney Review:

Reviewed: CARRIE MACLAREN, ATTORNEY FOR METRO

Clackamas County Attorney Review:

Reviewed: STEPHEN MADKOUR, COUNTY ATTORNEY FOR CLACKAMAS COUNTY, OREGON

By: _____

Assistant Metro Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____

Multnomah County

Washington County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Multnomah County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

Washington County Attorney Review:

Reviewed: TOM CARR, COUNTY ATTORNEY FOR WASHINGTON COUNTY, OREGON

By: _____

Assistant County Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____