



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

Thursday, June 4, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-37

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

I. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement No. 159475, Amendment No. 1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
2. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
3. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
5. Approval of a Local Subrecipient Grant Agreement Amendment No. 2 with the Children's Center to Conduct Child Abuse Medical Assessments – *Children, Family & Community Connections*
6. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Services Block Grant (CSBG) CARES Act Funds – *Social Services*

B. Community Corrections

1. Approval of Sub-Recipient Grant Agreement # 2020-BRIDGES-0062 with US Department of Justice, Institute for Intergovernmental Research for the Building Bridges Demonstration Project
2. Approval to Apply for Grant Award between Oregon Criminal Justice Commission and Clackamas County Community Corrections to Provide Treatment Options for High Users of Mental Health and Criminal Justice Resources

C. Finance Department

1. Approval to Apply for an Oregon Criminal Justice Commission COVID-19 Emergency Supplemental Funding Grant for Finance.

D. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Clackamas Educational Service District for a Dark Fiber Connection

E. Disaster Management

1. Approval of a Personal Services Contract with Tetra Tech, Inc., to Provide Debris Monitoring and Management Services in the Event of a Debris-Generating Disaster in Clackamas County - *Procurement*

II. WATER ENVIRONMENT SERVICES

1. Approval of a Resolution Authorizing a Department of Environmental Quality State Revolving Fund Loan Agreement with Water Environment Services to Finance the Three Creeks Floodplain Enhancement Project
2. Approval of a Brand Standardization for Flygt N-Impeller Pumps by Xylem for Water Environment Services Pump Stations – *Procurement*

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #159475, Amendment 01 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide money management services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$454,440. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2019 through June 30, 2021
Previous Board Action	071119-A3
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 needs of older adults in the community.
County Council	Original agreement approved by County Council on 6/20/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9351

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests the approval of Agreement #159475, Amendment 01 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. OMMP clients are referred by their case managers to receive money management services.

This agreement provides continued funding for fiscal year 2020-21 to Clackamas County Social Services OMMP which utilizes its current organizational payee structure to continue moving this program forward.

This amendment increases the maximum funding from \$234,440 to \$454,400 and extends the term of the agreement to June 30, 2021. The original agreement was reviewed and approved by County Council on June 20, 2019. This amendment is effective upon signature and terminates on June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,

 Gabriel A. Cook, H3S Deputy / For

Richard Swift, Director
Health, Housing and Human Services Dept.



Agreement Number 159475

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **159475** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
by and through its Social Services Division
Attn: Brenda Durbin
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
503.655.8640
brendadur@co.clackamas.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows: Language to be deleted is ~~struck through~~ and language to be added is shown **underlined and bold**.
 - a. Amend Section 1. Effective Date and Duration as follows:

This Agreement when fully executed by every party, shall become effective on the date this Agreement has been approved, when required, by the Department of Justice or on July 1, 2019, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, ~~2021~~ 2020. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
 - b. Amend Section 3a. Consideration as follows:

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$454,440.00~~ \$234,440.00. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work and will not pay for Work until this Agreement has been signed by all parties

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
 - d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

**Clackamas County
by and through its Social Services Division
By:**

	Richard Swift
Authorized Signature	Printed Name
Health, Housing & Human Services Dept. Director	
Title	Date

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

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General	May 6, 2020
Department of Justice	Date

June 4, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #2 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$59,946 for a revised agreement maximum of \$203,170. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 1, 2020 and terminates on June 30, 2020
Previous Board Action	051619-A2
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9246; Subrecipient #20-009

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons living in the Sandy service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

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

This amendment adds \$59,946 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9246
June 4, 2020

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy / For

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9246 Subrecipient #: 20-009 Board Agenda #: 051619-A2

Division: Social Services Amendment Number: 2

Contractor: City of Sandy – Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$59,946.

This Amendment #2, when signed by the City of Sandy – Sandy Senior & Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

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

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$170,224**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** COUNTY’s funding of **\$52,208** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal

Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.

- b. **Other Funds.** COUNTY's funding of **\$66,846** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$230,170**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$112,154** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.
 - b. **Other Funds.** COUNTY's funding of **\$66,846** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

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

11. Major Disaster Declaration number DR4499OR Agreement Provisions.

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

and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

III. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

City of Sandy – Sandy Senior & Community Center
 Subrecipient Grant Agreement #20-009, Amendment 2

Amend

CITY OF SANDY - SENIOR CENTER

Fiscal Year 2019-20

Federal Award Numbers	OAA III B		OAA III C1		OAA III C2		OAA III D		OAA III E		Required Match	NSIP Funds	Other State Funds	Ride Connection		Travel Funds		MEDICAID Funds		LEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REBURSE-MENT RATE		
	Funds	(1)	Funds	(2)	Funds	(3)	Funds	(4)	Funds	(5)				NIA	OR-65-012	5310 Funds	SIF Funds	5310 Funds	SIF Funds						Funds	NIA
CFDA Number	93,044	93,045	93,045	93,043	93,043	93,052						93,053														
Service Category	(1)	(2)	(3)	(4)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	20,513	20,513	NIA	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)				
Case Management	\$3,285						\$366																	\$3,661	\$35.81	
Reassurance	\$1,434						\$169																		\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381																		\$3,810	\$18.27
Transportation OAA	\$5,244						\$383																		\$6,827	\$4.00
Physical Activity/ Falls Prevention					\$5,110		\$0																		\$5,110	\$75.00
Family Crgr. Respite						\$5,536	\$1,384																		\$8,920	\$31.70
Trans - Ride Con. Out of Dist										\$22,190															\$22,190	\$8.75
Transportation - Special Needs										\$40,825															\$40,825	\$39.00
Transportation - Boring Lifeline										\$3,061						\$30,000									\$33,061	\$39.00
Transport - T19 Non-Med.																		\$336	\$714						\$1,050	\$14.00
Ride Con - Vehicle Maint							\$1,200									\$4,800									\$6,000	N/A
Food Service - Frozen HDM			\$13,889				\$1,544	\$4,810																	\$20,243	\$0.710
OAA Meal Site Management		\$8,846	\$6,194				\$1,672																		\$39,272	\$1.34
Medicaid Meals - SDSD			(\$4,397)				(\$489)	(\$1,022)											\$14,310						\$6,802	\$7.79
LEAP Intakes																									\$3,500	\$25.00
TOTALS	\$13,402	\$0,846	\$15,686	\$5,110	\$5,536	\$6,802	\$3,628	\$0	\$0	\$65,795	\$4,800	\$30,000	\$336	\$15,024	\$3,500	\$24,720	\$38,142	\$203,166								

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

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$170,224

Federal Award Total: \$87,008

City of Sandy – Sandy Senior & Community Center
 Subrecipient Grant Agreement #20-009, Amendment 2

To Read:

CITY OF SANDY - SENIOR CENTER

Fiscal Year 2019-20

	OAA 101B		OAA 101A		OAA 101E		OAA 101C		OAA 101D		OAA 101F		OAA 101G		OAA 101H		OAA 101I		RIDE CONNECTION	RIDE CONNECTION		MEDICAID FUNDS	LEAP FUNDS	PROGRAM INCOME	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE							
	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT	FUNDS	AMOUNT		STF FUNDS	STF AMOUNT							FUNDS	AMOUNT					
Federal Award Numbers	93,044	93,044	93,045	93,045	93,043	93,052	93,062	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063	93,063				
CFDA Number	93.044	93.044	93.045	93.045	93.043	93.052	93.062	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063	93.063				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)				
COVID Grant Award	9575		14,344																												\$23,919			
Case Management (Hours)	\$3,295	\$750																													\$4,411	\$5.81		
Reassurance (Contacts)	\$1,434	\$750																													\$2,343	\$25.90		
Info. & Assistance	\$3,429																														\$3,810	\$18.27		
Transportation OAA	\$5,244	\$1,000																													\$7,827	\$4.00		
Physical Activity/Falls Prevention										\$5,110																					\$5,110	\$75.00		
Family Cgvr. Respite																																\$2,000	\$8.020	
Trans - Ride Con. Out of Dist																															\$600	\$22.790	\$6.75	
Transportation - Special Needs																															\$40,525	\$39.00		
Transportation - Boring Lifeline																															\$3,081	\$39.00		
Transport - T19 Non-Med.																															\$30,000	\$33.081		
Ride Con - Vehicle Maint.																															\$4,800	\$1,050	\$14.00	
Food Service - Frozen HDJ																															\$336	\$714	\$1,050	
OAA Nutrition Supplies																															\$336	\$714	\$1,050	
OAA Meal Site Management																															\$2,500	\$2,500	N/A	N/A
Medicaid Meads - SDS																															\$14,310	\$22,500	\$72,261	\$1.30
LEAP Intakes																															\$1,400	\$1,400	\$7,297	\$7.79
TOTALS	\$13,402	\$12,075	\$4,027	\$14,233	\$50,142	\$5,110	\$5,536	\$6,550	\$3,628	\$4,800	\$0	\$65,796	\$4,800	\$30,000	\$336	\$15,024	\$3,500	\$24,770	\$5,500	\$4,800	\$22,500	\$14,310	\$3,500	\$4,800	\$1,400	\$1,400	\$140	\$1,500	\$1,500	\$62,879	\$25.00			

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


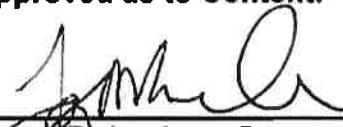
Source of OAA Match - Staff Time & Units of Service in excess of contract

Contract Amount: \$230,170

Federal Award Total: \$146,954

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

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

City of Sandy – Sandy Senior & Community Center	CLACKAMAS COUNTY
By:  Jordan Wheeler, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
5/19/2020	Signing on Behalf of the Board:
Date	Richard Swift, Director
Approved as to Content:	Health, Housing & Human Services Dept.
 Tanya Richardson, Comm. Services Director	_____
5/8/20	_____
Date	Date

June 4, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #2 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$73,205 for a revised agreement maximum of \$131,529. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 1, 2020 and terminates on June 30, 2020
Previous Board Action	080819-A12
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9272; Subrecipient #20-0097

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

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

This amendment adds \$73,205 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9272
June 4, 2020

RECOMMENDATION:

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

Respectfully submitted,

Handwritten signature of Richard Swift, H3S Director, for Clackamas County. The signature is written in cursive and includes the text "Richard Swift, H3S Director, for".

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9272 Subrecipient #: 20-007 Board Agenda #: 080819-A1

Division: Social Services Amendment Number: 2

Contractor: City of Lake Oswego – Lake Oswego Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and adds III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$73,205

This Amendment #2, when signed by the City of Lake Oswego – Lake Oswego Adult Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

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

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$58,324**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$45,867** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
- b. **Other Funds.** The COUNTY's funding of **\$12,475** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$131,529**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$119,072** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$12,475** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

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

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

III. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Amend:

Lake Oswego Adult Community Center

Fiscal Year 2019-20

	OAA III B		OAA III D		OAA III E		OAA Match		NSIP		Other State		Ride Con		Program		NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE	
	Funds	16AORT3SS	Funds	16AORT3PH	Funds	16AORT3FC	Funds	16AORT3PH	Funds	16AORNSIP	Funds	16AORT3PH	Funds	16AORT3PH	Funds	Income				
Federal Award Numbers	16AORT3SS	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3FC	16AORT3PH	16AORT3PH	16AORT3PH	16AORNSIP	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3PH	16AORT3PH			
CFDA Number	93.044	93.043	93.043	93.043	93.052	93.052	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053			
Service Category	(1)	(2)	(2)	(2)	(3)	(3)	(4)	(4)	(5)	(5)	(6)	(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)	
Case Management	3,426						381										116	3,807	\$29.45	
Reassurance	2,231						248										76	2,479	\$29.45	
Info. & Assistance	3,922						436										242	4,358	\$16.23	
Transportation - OAA III-B	4,687						521								469		937	5,677	\$5.00	
Evidence-based Programming			715				0		0								19	715	\$37.63	
FCSP Respite					5,536		1,846										147	7,382	\$37.65	
Trans - Ride Con In Dist							0						12,457		755		1,510	13,212	\$8.25	
NSIP Meals							0		25,350								19,500	25,350	\$1.30	
TOTALS	\$14,266	\$715	\$715	\$715	\$5,536	\$3,432	\$25,350	\$0	\$12,457	\$1,224	\$12,457	\$0	\$12,457	\$1,224	\$1,224		\$62,980			

Source of OAA Match - Staff time

Total Contract Amount: \$58,324

Federal Award Totals \$45,867

To Read

Lake Oswego Adult Community Center

Fiscal Year 2019-20

Federal Award Numbers CFDA Number Service Category	OAA IIIB	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIID	OAA IIIE	OAA	NSIP	Other State	Ride Con	Program	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
	Funds 16AORT3SS 93.044	Funds CARES Act 93.044	Funds FF Act 93.045	Funds FF & CARES Acts 93.045	Funds 16AORT3PH 93.043	Funds 16AORT3FC 93.052	Match N/A	Funds 16AORNSIP 93.053	Funds N/A	Funds N/A	Income N/A			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award		7,950		23,194			N/A						31,144	
Case Management	3,426	750					381					142	4,557	\$29.45
Reassurance	2,231	750					248					101	3,229	\$29.45
Info. & Assistance	3,922						436					242	4,358	\$16.23
Transportation - OAA II-B	4,687	1,000					521				469	937	6,677	\$5.00
Evidence-based Programming					715		0		0			19	715	\$37.63
FCSP Respite						5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist							0			12,457	755	1,510	13,212	\$8.25
OAA Food Service			4,678	11,215			1,560					6,768	17,452	\$2.35
OAA Meal Site Mgmt			6,967	16,702			2,323				3,384	6,768	29,376	\$3.50
NSIP Meals							0	25,350				19,500	25,350	\$1.30
TOTALS	\$14,266	\$10,450	\$11,644	\$51,111	\$715	\$5,536	\$7,314	\$25,350	\$0	\$12,457	\$4,608		143,451	


Source of OAA Match - Staff time

Total Contract Amount: \$131,529

Federal Award Totals \$119,072

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

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

City of Lake Oswego – Lake Oswego Adult Community Center	CLACKAMAS COUNTY
By:  _____ Kent Studebaker, Mayor	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ May 19, 2020 Date Approved as to Content:	Signing on Behalf of the Board: _____ Richard Swift, Director Health, Housing & Human Services Dept.
_____ Ann Adrian, Center Manager	
_____ Date	_____ Date

June 4, 2020

Board of County Commissioners
County Administrator
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #2 with the City of Wilsonville - Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$11,721 for a revised agreement maximum of \$83,492. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 1, 2020 and terminates on June 30, 2020
Previous Board Action	060619-A6
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 needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9271; Subrecipient #20-011

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Wilsonville - Community Center to provide Older American Act (OAA) funded services for persons living in the Wilsonville service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

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

This amendment adds \$11,721 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

Page 2 – Staff Report: H3S#9271
May 26, 2020

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy / PO

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9271 Subrecipient #: 20-011 Board Agenda #: 060619-A6

Division: Social Services Amendment Number: 2

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$11,721.

This Amendment #2, when signed by the City of Wilsonville – Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

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

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

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

Amend:

- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and CFDA number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is \$71,771. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.
- 4. Grant Funds.** COUNTY's funding of \$71,771 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and CFDA number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$83,492**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.
 - a. **Grant Funds.** COUNTY's funding of **\$83,492** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

II. **AMEND:** Exhibit 5 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 5 – Budget and Units of Services, Page 4 – Unit Cost Schedule

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2019-20

	OAA III B	OAA III C1	OAA III C2	OAA III D	OAA Match	NSIP	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Match	Funds	Funds	Income	UNITS	COST	RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORN3IP					
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106				234				73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211				67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162				65	\$1,622	\$22.46
Transportation	\$5,371				597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION					0				38.1 Classes	\$2,860	\$32.87
OAA/NSIP Food Service		\$13,130	\$9,805	\$2,860	2,550	\$10,395		\$15,840	16,500	51720.37	\$1.43
OAA Meal Site Mngr		\$14,169	\$10,581		2,752				16,500	\$27,502	\$0.86
OPI HDM							0			\$0	
TOTALS	\$10,831	\$27,300	\$20,385	\$2,860	\$6,507	\$10,395	\$0	\$15,840		\$94,118	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: 71,771

Federal Award Total \$ 71,771

City of Wilsonville – Community Center
 Subrecipient Grant Agreement #20-011, Amendment 2

To Read:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2019-20

Federal Award Numbers	OAA III B	OAA IIIB	OAA IIIC1	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIIC2	OAA IIIC2	OAA IIIC2	OAA IIID	OAA	NSIP	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds					
CFDA Number	16A0RT055	CARES Act	16A0RT051	FF Act	16A0RT340	16A0RT340	FF & CARES Act	16A0RT3PH	16A0RT3PH	16A0RT3PH	16A0RT3PH	16A0RT3PH	16A0RT3PH	(11)	(12)	(13)	(14)
Service Category	(1)	(2)	(3)	(4)	(5)	(5)	(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award							10,071			N/A						\$10,071	
Case Management	\$2,106	\$825								234					101.63	\$3,165	\$28.84
Reassurance	\$1,894	\$825								211					95.98	\$2,930	\$28.33
Info. & Assistance	\$1,460									162					65	\$1,622	\$22.46
Transportation	\$5,371									597					1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION								\$2,860			0				38.1		
OAA/NSIP Food Service			\$13,130		\$9,805					2,550		\$10,395		\$15,840	16,500	51720.37	\$1.43
OAA Meal Site Mngt.			\$14,169		\$10,581					2,752					16,500	\$27,502	\$0.86
OPI HDM													0			\$0	
TOTALS	\$10,831	\$1,650	\$27,300	\$0	\$20,385	\$0	\$10,071	\$2,860	\$6,507	\$6,507	\$10,395	\$0	\$15,840		\$105,839		

Source of OAA Match - Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations


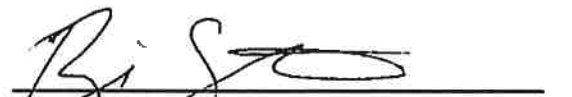
CONTRACT AMOUNT: \$ 83,492

Federal Award Total \$ 83,492

City of Wilsonville – Community Center
Subrecipient Grant Agreement #20-011, Amendment 2

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

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

City of Wilsonville	CLACKAMAS COUNTY
 By: _____ Bryan Cosgrove, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ Date	Signing on Behalf of the Board:
Approved as to Content:	
 _____ Brian Stevenson, Senior Services Manager	_____ Richard Swift, Director Health, Housing & Human Services Dept.
5/26/20 _____ Date	_____ Date

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #2 with
Children’s Center to conduct Child Abuse Medical Assessments

Purpose/Outcome	Children’s Center will conduct child abuse medical assessments to children suspected of being abused and conduct hair testing on children to provide information about drug exposure. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.
Dollar Amount and Fiscal Impact	This amendment #2 adds \$207,000 for a contract total of \$414,000. No County Staff are funded with this Agreement.
Funding Source	Clackamas County General Funds
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	062019-A6
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review:
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC-9305

BACKGROUND:


The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement Amendment #2 with Children’s Center. Children’s Center is a non-profit child abuse intervention center accredited by the National Children’s Alliance, committed to research-supported practice, and is accountable to national standards that inform their work. Funding will provide child abuse medical assessments and hair testing for drug exposure to a minimum of 36 children. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate. The identification of drug abuse in the home environment is instrumental in intervening for neglect.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$414,000.

RECOMMENDATION:

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

Respectfully submitted,

 HBS deputy / For

Richard Swift, Director
Health, Housing & Human Services

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

<u>Local Recipient Agreement Number: 9305</u>	<u>Board Order Number: 062019-A6</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 2</u>
<u>Local Recipient: Children's Center</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and extends the end date to June 30, 2021. Children's Center will continue to conduct child abuse assessments for the duration of this agreement, conducting an estimated 3 child abuse assessments per month and provide hair testing on children to provide information about drug exposure.

Maximum compensation is increased by \$207,000 for a revised maximum of \$414,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2019 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

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 RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2019 and not later than ***June 30, 2021***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is County General Funds. The maximum, not to exceed, grant amount that COUNTY will pay is \$207,000.

REPLACE WITH:

4. **Grant Funds.** COUNTY's funding for this Agreement is County General Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is ***\$414,000***.

REPLACE:
Exhibit A-2 Work Plan and Quarterly Report

Children, Family and Community Connections - Prevention Division
 Provider: Children's Center
 Contact: Rebecca Nickels

Exhibit A-2: FY 20-21 Work Plan Quarterly Report
 Activity : Child abuse assessments
 Period: July 1, 2020 - June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Quarterly						TOTAL
		July 2020	October 2020	Jan 2021	April 2021	June 2021	2021	
By June 30, 2021, a minimum of 36 children will receive a psychosocial history assessment by clinical professionals with training and expertise handling child abuse cases. *Target: 3 children per month; duration of services averages 45 minutes	100% of children will have psychosocial history in their file	# children served						0
		# children with psychosocial history in file						0
By June 30, 2021, a minimum of 36 children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases. *Target: 3 children per month; duration of services averages 45 minutes	100% of children examined will have medical exam documentation in their file 95% of families will report satisfaction with quality of assessment as measured by Client Surveys.	# children examined						0
		# children with completed documentation in file						0
		# families surveyed						0
		# satisfied with quality of the assessment						0
By June 30, 2021, a minimum of 36 children will receive a professional forensic interview characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure of specific information obtained. *Target: 3 children per month; duration of services averages 45 minutes	95% of families will report satisfaction with quality of forensic interview as measured by Client Surveys	# families surveyed						0
		# satisfied with quality of interview						0
By June 30, 2021, a minimum of 36 children and their families will be referred to appropriate treatment per linkage agreements with treatment partners. *Target: 3 children and their families per month.	90% of children and their families will be connected to appropriate treatment.	# families referred						0
		# families connected						0
By June 30, 2021, Children's Center funding from other sources will allow for approximately 360 additional children to receive complete medical assessment and examination to determine possible abuse and/or the need for further treatment. *Target: Approximately 30 additional children per month, duration of services averages 180 minutes	Reported quarterly:	# additional children served						0

REPLACE:

Exhibit B: Budget

WITH:

Exhibit B: Budget		
<p><i>County agrees to pay a total of \$202,000 annually for child abuse medical assessment over the duration of the Agreement. This amount is based on Children's Center conducting an estimated 3 child abuse medical assessments per month paid at a rate of \$5,611.11 per child assessment conducted and 37 child hair testing paid at a rate of \$134 per test.</i></p>		
Recipient:	Children's Center	Agreement: CFCC-9305
Address:	1713 Penn Lane	
	Oregon City, OR 97045	
Contact Person:	Leslie Everson	
Phone Number:	503-655-7725	
E-mail:	leslie@childrenscenter.cc	

Funding for FY19-21	Funding for FY20-21	Description
\$202,000.00	\$202,000.00	County General Fund
\$5,000.00	\$5,000.00	County General Fund

Program Manager:	Sarah Van Dyke	
Department/Division:	H3S/Children, Family and Community Connections	
Phone:	503-557-5829	
E-mail:	svandyke@clackamas.us	

REPLACE:

Exhibit D-1: Children's Center Reimbursement Request


WITH:

Exhibit D-1: Reimbursement Request			
Recipient:	Children's Center		Agreement #: 9305
Address:	1713 Penn Lane Oregon City, OR 97045		Amend 2 - FY20-21
Contact Person:	Leslie Everson - Controller		
Phone Number:	503-655-7725		
E-mail:	leslie@childrenscenter.cc		
Grant Award Amount - assessments	Current Reimbursement Request	Previously Requested	Balance
\$ 202,000.00	\$ -	\$ -	\$ 202,000.00
Grant Award Amount - hair testing	Current Reimbursement Request	Previously Requested	Balance
\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
	Request submitted by:	<i>Ree Nikker</i>	5.19.2020
	Authorized Agency Representative		Date
Instructions:			
Recipient will submit a monthly Request for Reimbursement with an authorized signature using this form.			
Request for reimbursement will be submitted by the 15th of the month for the previous month.			
Reimbursement for assessments shall be based on a rate per assessment of \$5,611.11 -- 3 assessments per month at \$16,833.33 per month as authorized in Exhibit B of this Agreement. Reimbursement shall not exceed \$202,000.			
Reimbursement shall be based on a hair-testing rate of \$134 per test as authorized in Exhibit B of this Agreement.			
Reimbursement for the time frame of July 1, 2020 to June 30, 2021 shall not exceed \$5000.			
Recipient agrees to keep accounting records consistent with generally accepted accounting principles, and further agrees to make these record available for review by County personnel, if necessary.			
Requests for Reimbursement are subject to review and approval of the Program Manager and Division Fiscal Representative.			
Payment is			
Requests for Reimbursement shall be submitted electronically along with the Monthly Activity Report to:			
	Sarah Van Dyke/Program Manager svandyke@clackamas.us	Stephanie Radford/Fiscal Rep. sradford@clackamas.us	

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

RECIPIENT

Children's Center
1713 Penn Lane
Oregon City, OR 97045

By: 
Rebecca Nickels, Interim Executive Director

Dated: 5.19.2020

CLACKAMAS COUNTY

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

Signing on behalf of the Board:

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

Dated: _____

Approved as to budget and work plan:

Adam Freer, Director
Children, Family & Community Connections

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intergovernmental Agreement with
the State of Oregon, Housing and Community Services Department to administer
Community Services Block Grant (CSBG) CARES Act Funds

Purpose/Outcomes	Board approval of Amendment #2, the Implementation Report, Budget, and Community Needs Assessment, that will provide funding for direct assistance and to serve eligible individuals and households impacted by COVID-19, in an effort to reduce or eliminate poverty and barriers to economic self-sufficiency.
Dollar Amount and Fiscal Impact	\$392,674 revenue
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division – State funds from CARES Act. No County General Funds are involved.
Duration	Amendment is upon signature through June 30, 2021
Previous Board Action	The original agreement was approved by the Board of County Commissioners on August 15, 2019. Amendment #1 was approved by the Board on May 21, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by County Counsel on May 26, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9302, State# 5084

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of Amendment #2 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department (OHCS), along with the required Implementation Report, Budget, and Community Needs Assessment, to administer Community Services Block Grant (CSBG) CARES Act Funding.

Healthy Families. Strong Communities.

June 4, 2020

CSBG CARES Act Funding will be utilized to hire one or more staff to provide social support and reduce food insecurity for low income households who are under stress due to lack of income and health impacts. The remainder will be used for direct client assistance, including purchasing food, non-food essential items, providing rent assistance, and allowable administration.

OHCS is Oregon's housing finance agency, providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs. To receive the new CSBG CARES Act Funding, SSD is required to submit an Implementation Report, Community Needs Assessment, and Budget outlining the proposal to utilize the funding. These items were approved by Emergency Operations Command and County Counsel on May 26, 2020.

RECOMMENDATION:

Staff recommends the approval of Amendment #2, the Implementation Report, Community Needs Assessment, and Budget, and that Richard Swift, H3S Director, or his designee, be authorized to sign all documents on behalf of the Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing and Human Services Department



State of Oregon
Oregon Housing and Community Services Department
Master Grant Agreement
Amendment No. 2

This is Amendment No. 2 (the “Amendment”) to the Master Grant Agreement No. 5084, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County**, (“Subgrantee”).

Recitals: The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 provided additional federal funds for OHCS to grant to Community Services Block Grant (CSBG) eligible entities to address the consequences of increasing unemployment and economic disruption resulting from COVID-19. OHCS and Subgrantee wish to amend the Agreement to reflect that under the CARES Act, CSBG funded services can assist low-income families and individuals with annual incomes up to 200% of the federal poverty income guidelines.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows effective upon signature by all parties and approval required by law: New language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **~~striking~~** unless a section is replaced in its entirety:
 - a. Exhibit A – Definitions table only shall be deleted in its entirety and replaced with the attached revised Exhibit A – Definitions dated May 15, 2020, which is attached to this Amendment 2 and incorporated by this reference.
 - b. Exhibit A, Program Element 01, Community Services Block Grant Program (CSBG), shall be deleted in its entirety and replaced with the attached revised Exhibit A, Program Element 01, Community Services Block Grant Program (CSBG), which is attached to this Amendment 2 and incorporated by this reference.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620..

SIGNATURE PAGE

SUBGRANTEE:

CLACKAMAS COUNTY

Authorized Signature: _____
 Date: _____
 By (print name): _____
 Title: _____
 Email: _____
 TIN#: _____

OHCS:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

 Margaret Salazar, Director or designee Date

Reviewed and Approved By: Leeann Marx, CSBG Program Coordinator via email 05/15/2020
 Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Hannah P. Fenley via email 05/18/2020
 Assistant Attorney General Date

2019-2021 MASTER GRANT AGREEMENT

Exhibit A, Definitions

May 15, 2020

Definitions

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the American Society of Heating and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Deferral”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.

“Department” or “OHCS”	All Programs	Means the Housing and Community Services Department for the state of Oregon.
“DHS”	HSP	Means the Department of Human Services for the state of Oregon.
“Disallowance of Costs”	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
“DOE”	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
“Elderly Household”	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.
“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, SHAP	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Extremely low income”	EHA, ERA, ESG, HTBA, LIRHF, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents

		and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, C19-RENTAL RELIEF	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.
“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households, or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Homeless”	EHA, ERA, ESG, HSP, LIRHF, SHAP	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, LIRHF, SHAP	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS approved implementation plan for the use of program funds with respect to applicable program elements.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“Low-income household”	CSBG	Means a household with an annual household income at or less than 125% of the federal poverty guidelines. Effective March 27, 2020 – means a household with an annual household income at or less than 200% of the federal poverty guidelines.
“Low-income household”	EHA, ERA, ESG, HTBA, LIRHF, SHAP	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 150% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a household with income that is at or below 200% of the federal poverty level.
“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.

“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, C19-RENTAL RELIEF	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.
“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “subgrantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.

“Very-low income”	EHA, ERA, HTBA, LIRHF, C19-RENTAL RELIEF	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic and floor insulation.

2019-2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element 01
Community Services Block Grant Program (CSBG)

1. **Description.** The Community Services Block Grant (CSBG) Program is a federal, anti-poverty block grant program that provides funds for distribution principally to Oregon's local community action agencies to create programs and services that reduce the causes of poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
2. **Scope of Work.**
 - A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local workplan application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.569, Public Law 105-285, OAR 813-210, OAR 813-230, and 45 CFR 96. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer CSBG funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this agreement. Subgrantee shall adhere to the HHS CSBG administrative efficiency measure of a maximum of 17% or a reasonable measure as approved by OHCS. Allowable administrative costs are defined as costs related to the general management of the grantee organization. Allowable program costs are defined as costs that can be specifically identified with program activities including but not limited to, management, service delivery and data collection, undertaken by subgrantee or subrecipients to achieve an outcome intended by the funding program.
 - 2) Assure that funds allocated through CSBG shall be used to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et. seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families.
 - 3) Use program funds to implement different strategic approaches designed to reduce or eliminate one or more conditions that block the achievement of economic self-sufficiency for low-income households. Such strategies must have measurable and potentially major impact on the causes of poverty in communities in the service area where poverty is a particularly acute problem. Allowable services and activities may include, but are not limited to helping members of low-income households:
 - a. Secure and retain meaningful employment;
 - b. Attain an adequate education;
 - c. Make better use of available income;
 - d. Obtain and maintain adequate housing and a suitable living environment;
 - e. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment-related assistance;
 - f. Remove obstacles and solve problems that block the achievement of self-sufficiency;

- g. Achieve greater participation in the affairs of the community; and
 - h. Make effective use of other programs related to the purpose of this OAR chapter 813, division 210.
- 4) Use program funds for a variety of services and activities intended to reduce or eliminate poverty conditions in communities in the service area, including but not limited to:
- a. Providing on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor;
 - b. Coordinating and establishing linkages between government and other social service programs to assure the effective delivery of such services to low income households; and
 - c. Encouraging the participation of private sector entities in community efforts to ameliorate poverty in the service area.
- 5) Assure that households receiving CSBG program benefits do not have annual incomes which exceed 125% of the federal poverty guidelines. Income verification includes, but is not limited to: wages (pay stubs), assistance payments such as alimony, SSI, TANF, child support, veteran's benefits, unemployment benefits, worker's compensation, retirement/pension and social security benefits.
- Effective March 27, 2020, households receiving CSBG program benefits must not have an annual income which exceeds 200% of the federal poverty guidelines.
- 6) Assure that all necessary documentation is included in household files, all in form and substance satisfactory to OHCS. Required documents for each applicant household are as follows:
- a. Application/intake form that includes client characteristic data;
 - b. Intake form has language stating all information contained on form is true and correct to the best of my knowledge and is signed by applicant and staff member;
 - c. Verification that household income does not exceed 125% of the FPL;
- Effective March 27, 2020, verification that household income does not exceed 200% of the FPL.
- d. Documentation of income or self-declaration for clients with zero income;
 - e. Evidence that client was apprised of grievance procedures;
 - f. Authorization of Release of Information, signed and dated by client and staff member;
 - g. Confidentiality statement, signed and dated by client and staff member;
 - h. If applicable, evidence that the client was informed of their potential eligibility for child support services and informed of the locations of local resources;
 - i. Entrance, exit date, reason for exiting the program, housing status at exit; and
 - j. Such other documentation as OHCS may from time to time require.
- 7) Administer the Community Services Block Grant program through a tripartite board composed of 1/3 public officials, no fewer than 1/3 are representative of low-income individuals and families and 1/3 are officials or members of business, industry labor, religious, law enforcement, education or other major groups and interests in the community served.

- 8) Retain and keep accessible all program records for a minimum of five (5) years, or such longer period as may be required by applicable law and state records retention requirements, following final payment and termination of program involvement, or until the conclusion of any audit, controversy or litigation arising out of or related to the program, whichever date is later.

3. Program Specific Reporting.

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
 - B. Subgrantee agencies shall provide the department with quarterly reports covering items set forth in OAR 813-210-0025(2) and (3), which shall be in a format prescribed by the department. Such quarterly reports shall be coded in such a way as to allow the linking and analysis of expenditures for each separate service funded by the program.
 - C. Reports submitted shall include:
 - 1) Quarterly report, by date determined by OHCS.
 - 2) Annual submission of the CSBG Annual report, by date determined by OHCS Annual Organizational Standards Assessment, by date determined by OHCS.
 - 3) Additional reports as needed or requested by OHCS.
4. **Pre-Award Costs.** Reimbursement requests for program funds used on or after March 27, 2020 may include pre-award costs incurred on or after January 20, 2020.

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FY2020 CSBG CARES Act Funding

Program Input

Program Dollars:	\$ 7,972,444
Admin %:	2.0%
Discretionary %:	8.0%
Agency Floor Allocation \$:	\$ 150,000

Allocation Criteria Weights Input

Poverty % of State:	50.0%
County/State Poverty Rate Ratio:	10.0%
SNAP Recipients % of State:	40.0%

		Total	Discretionary
Program Dollars		\$ 7,972,444	\$ 637,796
Admin		\$ 159,449	
Discretionary		\$ 637,796	
Pass-through		\$ 7,175,200	\$ 637,796

Agency	Allocation %	Total Program	Discretionary
ACCESS	6.23%	\$ 446,815	\$ -
CAO	8.46%	\$ 606,928	\$ -
CAPECO	2.09%	\$ 150,000	\$ 68,309
CAT	2.09%	\$ 150,000	\$ 57,710
CCNO	2.09%	\$ 150,000	\$ 40,524
CCSSD	5.47%	\$ 392,674	\$ -
CinA	2.09%	\$ 150,000	\$ 35,459
CSC	8.20%	\$ 588,413	\$ -
KLCAS	2.09%	\$ 150,000	\$ 63,111
LCHSC	11.04%	\$ 792,232	\$ -
MCCAC	2.09%	\$ 150,000	\$ 31,463
MULTCO	16.84%	\$ 1,208,143	\$ -
MWVCAA	11.46%	\$ 822,454	\$ -
Neighbor Impact	6.13%	\$ 439,995	\$ -
ORCCA	2.09%	\$ 150,000	\$ 59,510
UCAN	7.35%	\$ 527,546	\$ -
YCAP	2.09%	\$ 150,000	\$ 47,118
OHDC	2.09%	\$ 150,000	\$ 234,591

Data Sources:

Poverty

- US Census Bureau, SAIPE Program, 2018 Poverty and Median Household Income Estimates

SNAP (Food Stamps)

- Oregon Department of Human Services, Office of Forecasting, Research and Analysis, 2019 SNAP Individuals



CSBG CARES Act Implementation Report

In response to the impact of the public health emergency, Coronavirus (COVID-19), additional CSBG funding has been provided in the H.R. 748 – The Coronavirus Aid, Relief and Economic Security Act (CARES Act) to address the consequences of increasing unemployment and economic disruption. The Supplemental funds are for carrying out activities under Sections 674 through 679 of the Community Services Block Grant Act (CSBG). An abbreviated action plan, needs assessment and proposed budget will need to be completed, reviewed and approved. These funds are in response to the Coronavirus impact on local communities addressing: Emergency Activities, Stabilization and Recovery. The CARES Act Supplemental funds must be tracked and accounted for separately from regularly CSBG appropriated funds.

Complete the following questions for your agency's action plan.

Agency Information

Agency Name: Clackamas County Social Services (CCSSD)

Contact Person: Brenda Durbin, Executive Director

Email/Phone number: BrendaDur@clackamas.us 503-706-6746

CARES Act CAA Implementation Report

- 1. What are the greatest needs of low-income individuals and families in your geographical area as a result of the Coronavirus crisis? Identify the needs that will be targeted by the agency.**

Based on data from 211 Info, the Clackamas County Emergency Operations Center, community partners, and CCSSD pandemic response, the greatest needs in Clackamas County resulting from the COVID-19 pandemic are food, non-food items including diapers and other sanitation supplies, rental assistance, and comprehensive support for households who are in quarantine. CCSSD plans to use CARES Act funds to address these top needs.

2. In reviewing your needs assessment in your community, what are the greatest identified gaps?

In its community needs assessment, CCSSD identified three primary gaps that it will address with CARES Act funding: Food and non-food essentials, including access to culturally specific foods, as well as access to hygiene products – diapers, wipes, bathing essentials; housing, especially rental assistance for those who are economically impacted by COVID-19; and supports during social isolation for residents who must maintain quarantine because of COVID-19.

3. Describe how the agency will focus the CARES Act Supplemental funds that are specific to the needs of the community and the services that will be provided.

CCSSD will use CSBG CARES Act funding to continue its current food security activities and work with community partners and the Oregon Food Bank to ensure a more robust infrastructure to support the ongoing needs of food insecure county residents. This will include coordinating food delivery to residents who are immunocompromised and unable to access other food resources, as well as supporting efforts to provide culturally specific food resources for residents. Clackamas County will hire one or more staff to provide social support to low income households who are under stress due to lack of income and health impacts. The remainder will be used for direct client assistance, including purchasing food, non-food essential items, and providing rent assistance.

4. What are the barriers faced for your agency, community, family and individuals?

List and briefly describe the prioritized barriers that your organization or program will focus on.

Individuals and families are facing multiple barriers in meeting basic needs during the COVID-19 pandemic. More than 27,000 residents in Clackamas County have lost their jobs and applied for unemployment claims. Others have had their hours reduced. With decreased income, they are struggling to pay rent and buy food and non-food essentials. Families who have been able to maintain employment are scrambling to provide care and education their children at home because of the closure of schools and childcare centers. Because of stay-at-home and closure orders, residents have limited access to healthcare and mental health supports to deal with social isolation. Many transportation resources have been sidelined or greatly reduced because of social distancing guidelines and lack of personal protective gear, making it difficult for vulnerable residents to access basic services. The community is working to coordinate the efforts of various sectors – health care, social services, food distribution, transportation and more – to ensure residents can access critical services and maintain safety. The agency is working to balance the increase in demand for services with program capacity. It is also working to identify and respond quickly to emerging needs, while balancing competing demands on available resources. This requires reformatting program and service delivery to comply with social distancing guidelines and stay-at-home orders and keep staff and clients safe.

5. **Describe how funds will be utilized to support your community related to the purposes of the CARES Act. CSBG funds may be used to undertake a broad range of activities, including administrative, direct program costs and linking and strengthening other anti-poverty programs and services. How will the agency use CSBG CARES Act Supplemental funds? (check all that apply)**

Administrative Program Costs Direct Services to Clients

A. If you checked direct services to clients, how much of the estimated annual CSBG funds will be utilized to provide direct client assistance?

\$203,406

B. What types of direct client assistance will be provided? Note: the funds are not limited to the uses specified herein.

Food, non-food essential items, and rent assistance.

C. The recommended administrative efficiency measure is 17%. What is your agency's projected administrative percentage for CSBG?

10%

6. **What steps has you agency taken to ensure that the CSBG CARES Act Supplemental funds will be tracked and reported separately?**

Clackamas County will create a new program code within our accounting system to track these funds.

7. List community partners you will be collaborating with on services/programs to address the needs and gaps of the community. Indicate whether these partnerships are formal (MOU/Agreement) or informal (Verbal).

Oregon food Bank (Verbal)

10 area senior/community centers (MOU/Agreement)

Clackamas County Emergency Operations Center

Latinx Work Group

Vulnerable Populations Work Group

Clackamas County Sheriff's Office

Clackamas County Continuum of Care

Clackamas County Behavioral Health, Health Centers, Community Development divisions

Housing Authority of Clackamas County

8. In accordance with the CARES Act, services must be provided on or before September 30, 2022, and liquidated on or before December 31, 2022. How will your agency meet the goal of timely expenditures and reporting requirements while at the same time meeting the goals of the CARES Act Action Plan?

Clackamas County will expend these funds prior to Dec. 31, 2022. The funds allocated to staffing will be expended by June 30 of 2021. We expect that the direct assistance will be expended sooner due to the tremendous demand for these supports. Expenditures of direct assistance will be tracked and reviewed regularly to ensure the funds will be expended by the required deadline.

AS AGREED:

SUB-GRANTEE

Approved by: _____

Signature – Executive Director

Date

Brenda Durbin

Print Executive Director Name

Approved by: _____

Signature - Program Coordinator

Date

Erika Silver

Print Program Coordinator Name

OHCS

Approved by: _____
Signature - Program Coordinator Date

Print Program Coordinator Name

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: _____

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

**If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____		Funding Agency Award Notification Date: _____
Announcement Date: _____		Announcement/Opportunity #: _____
Grant Category/Title: _____		Max Award Value: _____
Allows Indirect/Rate: _____		Match Requirement: _____
Application Deadline: _____		Other Deadlines: _____
Award Start Date: _____		Other Deadline Description: _____
Award End Date: _____		
Completed By: _____		Program Income Requirement: _____
Pre-Application Meeting Schedule: _____		

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? Have they already been secured?

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 they?

Program Approval:

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



CSBG CARES Act Community Needs Assessment

Agency Information

Agency Name: Clackamas County Social Services Division

Contact Person/Title: Brenda Durbin, Executive Director

Email/Phone #: BrendaDur@clackamas.us 503-706-6746

The Agency's current Community Needs Assessment has been uploaded in the Organizational Standards and is the community's base line prior to the COVID-19 pandemic.

Yes No other: [Click here to enter text.](#)

Certification of Community Needs Assessment

The undersigned hereby certifies that the needs assessment information submitted for CSBG CARES Act Funding is correct and has been authorized by the governing body of this organization. If not approved by the board, it will be presented to the board on [Click or tap to enter a date.](#) for approval and at that time this certification page will be re-submitted to the CSBG Program Coordinator.

Chair Jim Bernard
Board Chair (print name)

Board Chair (signature)

Date

Brenda Durbin
Executive Director (print name)

Executive Director (signature)

Date

Submission Date: _____
M/D/Y

CARES Act CAA Needs Assessment

1. **Describe your community needs impacted by this COVID-19 crisis.** Provide information and data (quantitative and qualitative) on the estimate number of individuals/households impacted by COVID-19. Types of information to include: city/cities, zip codes, demographic information on individuals/households, income race/ethnicity, loss of job, education, housing, etc. Data and information gathered can include statistics, newspaper articles, news stories, data from 211 or other COVID-19 resources.

Unemployment: COVID-19 is wreaking havoc on the Clackamas County job market, as it is across the state, affecting thousands of residents. Between March 1 and May 9, 2020, 27,107 initial unemployment claims were filed by Clackamas County residents. Of these, 12,592 or 46% were filed by workers in job categories with median incomes below \$50,000. Further, current unemployment claims only indicate only the minimum of those potentially in need. More claims are waiting to be processed, and Clackamas County, as part of the metro area, may remain under stay-at-home orders longer than other areas of the state. It is anticipated that unemployment claims will continue to be made in high number. Further, some residents, including workers in the “gig economy,” have limited access to unemployment assistance. ***Job loss is throwing low-income individuals and families into economic peril, with more and more residents seeking assistance with meeting their very basic needs of food and shelter.***

Food Insecurity: Access to food became an immediate need in the county. Between March 1 and April 9, 2020, 211 Info made 2,883 referrals to food resources through calls, text messages and emails and logged 3,110 website and mobile app searches for food. Last year during this same period 211 made 1,495 referrals to food resources through calls, text messages and emails and logged 791 website and mobile app searches for food. A survey of Clackamas County food assistance programs conducted in early May found that 60% of survey respondents had experience a significant increase in the number of households seeking assistance. One program in Canby was serving 350 more households per week than it had prior to COVID-19. Clackamas County Social Services and the Sheriff’s Office, in partnership with the Oregon Food Bank, quickly began delivering food boxes to those unable to go to grocery stores and set up a weekly drive-thru food box pick up option. The number of food boxes distributed through this effort increases each week – growing from 547 boxes the week of April 26, 2020 to 1,180 boxes the week of May 7, 2020.

Rental Assistance: While Clackamas County has an eviction moratorium in place to provide some protection for those affected by COVID-19, residents are fearful for their housing situations and are seeking assistance with rent in high numbers, as evidenced by contacts with 211 Info. Between March 1 and May 13, 2020, Clackamas residents made 904 housing related contacts with 211. This compares to 591 housing related contacts made during the same time period in 2019. For the noted time period in 2020, 528 contacts were seeking assistance with rent, compared with 288 contact for the same time period in 2019. Further, 140 of the contacts were listed as need unmet, with

rent assistance the top unmet need. The Coordinated Housing Access Line, the county’s central point for access housing/homeless services, has also reported an uptick in both the number of calls it has received and the number of people seeking rental assistance. Rough estimates indicate that about 40% of the callers are seeking rental assistance. **Social Isolation:** Lines for Life, in partnership with Clackamas County, operates the Loneliness line, a support line for older adults experiencing loneliness and social isolation. Calls to this line by Clackamas County residents nearly doubled from 582 calls in February 2020 to 1,064 calls in April 2020. The Clackamas County Sheriff’s Department, which has activated a Community Cares Initiative to field requests for assistance during the pandemic, has conducted 9,000 outreach calls to vulnerable residents, fielded 604 calls or emails for assistance, and made 340 additional check-in calls to county residents. **Domestic Violence:** The Family Violence Coordinating Council in Clackamas County reports that COVID-19 has heightened family stressors and exacerbated the impact of isolation and abusive behaviors experienced by domestic violence survivors. The Clackamas County District Attorney’s office saw a 47% increase in domestic violence crimes in April 2020. The county Sheriff’s Office has also reported an increase in domestic violence calls post the onset of COVID-19. Clackamas Women’s Services, the main domestic violence shelter in the county provided temporary shelter, mainly through hotel/motel vouchers, to 62% more families in April than the previous months. Finally, the **Clackamas County Emergency Operations Center (EOC)**, through its community liaison groups, has catalogued emerging needs in the community related to COVID-19. These needs include: Food delivery to residents who are immunocompromised and for those with transportation barriers; access to food in general; transportation; hygiene products, including soap, toothpaste, feminine products, diapers and wipes, body wash; cleaning products; personal protective equipment; rent assistance; hotels for emergency situations; outreach to vulnerable populations; access to Wifi and electronic devices to stay connected on virtual platforms; supports for people with mental health issues related to social isolation; and supports for individuals and families who must quarantine because of COVID-19.

- 2. Identify the top needs determined from your Needs Assessment.** Consider all the data gathered in this process. If the plan is to not address one of the needs, provide a brief explanation as to why not in column five (such as lack of capacity/resources or another organization is addressing that need).

Top Needs Identified	Currently addressing the need	Plan to address the need with CSBG CARES Act Funds	How will the need be addressed with CSBG CARES Act Funds	If not addressing, explain why.

<p>1. Food</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Funds will be used to hire a part-time limited duration employee to coordinate food delivery to vulnerable households; and to purchase food and basic hygiene products.</p>	
<p>2. Rental Assistance</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Funds will be used to pay for rental assistance to low-income households impacts by COVID-19</p>	
<p>3. Case Management Support</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Funds will be used to hire a case manager who will provide social support to low income households who need assistance accessing basic needs (food, rent, etc.) while in quarantine.</p>	

4. Domestic Violence	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Two community partners who specialize in providing domestic violence services will address this need. CCSSD provides these two organizations with funds from other sources.
5.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
6.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
7.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
8.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
9.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
10.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		

3. Describe any gaps in services, related to the identified needs. Reach out to other agencies/churches/city and county governments to help gather this information.

Food and Non-Food Essentials: In the survey of food assistance programs conducted in early May, it was found that one of the two Spanish speaking food assistance programs had closed. This is of great concern because the Latinx community makes up about 30% of the COVID 19 cases in the state, and Clackamas County has a large population of agricultural and food processing workers (many of whom are Latinx), who are at greater risk of contracting COVID 19 because the nature of their work limits the ability to maintain social distancing. Several other food assistance programs had closed in the more urban areas of the county. About 60% of the programs were serving more households than prior to COVID-19. Community Action Board members representing affordable housing and early learning programs reported an increased need for basic hygiene products, including diapers and wipes, among their clients. **Housing:** Rental assistance was an identified need in the community prior to COVID-19 as captured in the county’s Coordinated Housing Access Line data. The requests, as noted above, have increase significantly post onset of COVID-19. While CCSSD will receive funding from the state to distribute as rental assistance, the amount of funding available will serve only a small portion of those seeking assistance. This is an area where there is overwhelming need and very

limited funds to provide assistance. Based on the Oregon Housing and Community Services COVID-19 Homeless Prevention Assistance Planning Tool, using the assumptions of paying 50% of rent for 3 months, it would cost more than \$28 million to assist the 12,592 low-income Clackamas County residents who have filed for unemployment listed above in Question 1. *Quarantine Space*: In addition to helping residents maintain their existing housing, Clackamas County Public Health has identified a need for facilities and space for people with COVID-19 to quarantine. This is especially pressing for people who live in any congregate type housing (adult group homes, people in recovery housing, migrant and seasonal farmworkers) or who are houseless. **Supports during Social Isolation**: Residents who are required to quarantine because of COVID-19 become isolated and have difficulty meeting their basic needs, including getting food, receiving physical and mental health care, accessing rental and energy assistance and other supports to maintain a safe space to recover. They need short-term case management assistance to coordinate and address their basic needs during their isolation.

4. What strategies will the agency explore to ensure resources are directly aligned with community needs? How will this be measured to determine effectiveness?

CCSSD will use several strategies to ensure the resources are aligned with community needs. First, CCSSD is working closely with the Clackamas County Emergency Operations Center (EOC), other county departments, its community partners, and representatives of vulnerably populations to continually scan the community to identify unmet needs and address gaps. The EOC has a vulnerable populations work group and a Latinx work group that bring together county staff and community partner representatives to identify and address the needs of specific populations effected by COVID-19, including communities of color, veterans, older adults and LBGTQ communities. The information gathered will be used to inform programming and priorities. Second, CCSSD asks its advisory board members – Veterans, Developmental Disabilities, Community Action and Older Adults – to share what they are hearing and seeing in their communities at each meeting and to call or email in any concerns they wish to share about needs between meetings. These anecdotal observations will be shared with the various EOC planning groups and will be used to ensure the use of funds meets the most pressing needs and any emerging trends. Third, CCSSD will regularly review data from 211 Info and the Aging and Disabilities Resource Connection to identify the top needs of callers seeking services. To measure effectiveness, CCSSD will use existing data systems to track clients served, food and goods purchased, rent assistance distributed, and case management services provided.

5. Describe the plan to coordinate services and/or funding with other organizations to meet the needs of individuals impacted by the COVID-19 pandemic. Describe any efforts that will be made with coordinating partners to avoid duplication of services. As noted in Question 4, CCSSD is working closely with the county's EOC, other county departments, and community partners to ensure the county's most vulnerable residents are assisted as needed. **Food** partners include the Oregon Food Bank, senior centers, and the county Sheriff's Office. The Oregon Food Bank is also connected with the majority of food pantries operating in the county and has expertise in current food assistance program needs and best practices in food distribution. CCSSD is coordinating food box assembly, and partnering with the Sheriff's Office and Senior Centers on home delivery of boxes. By using these funds to employ a part-time coordinator for this effort, we can ensure that we are efficiently and effectively addressing food insecurity for county residents. **Rental Assistance:** CCSSD operates the Coordinated Housing Access Line (CHA), the central access point in the county for housing services. It has established relationships with social service providers throughout the county who are actively involved in implementing CHA. It also has existing contracts with these service providers to provide housing services. **Case Management Supports:** CCSSD will hire a case manager to work with individuals and families who are in quarantine due to COVID-19. The case manager will work with a network of community service providers to ensure that supports for each individual/family are coordinated to maximize resources.

6. As Oregon is home to a diverse population, please identify populations in your service area(s) that may be reached most effectively by outreach and/or services that are adapted with specific cultural considerations in mind? Please describe the strategies, partnerships, and ways funds will be leveraged to align services with community needs including underserved populations.

As noted above, the Latinx community is particularly hard hit by COVID-19. CCSSD is part of a COVID-19 Emergency Response for Latinx Community workgroup that is made up of key county staff and community partner with expertise in Latinx focused programming, including Catholic Charities, Canby Ahora, Familias en Accion and Oregon Human Development Commission. This group is coordinating its efforts to identify needs specific to the Latinx community and ensure the Latinx community is fully informed about programs available for those experiencing hardship due to COVID-19. It is also spearheading efforts to ensure services are tailored to the Latinx community, like using resources to create food boxes with culturally appropriate foods. CHA, which will be the central access point for rental assistance, has in-house Spanish language capacity to facilitate easy access to housing resources for native Spanish speakers. CCSSD will also prioritize outreach to communities of color who are disproportionately impacted by COVID-19, members of the LGBTQ community and older adults.



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Sub-Recipient Grant Agreement # 2020-BRIDGES-0062 with
 US Department of Justice, Institute for Intergovernmental Research
for the Building Bridges Demonstration Project

Purpose/Outcome	To establish alternatives to incarceration for individuals with opioid use disorders.
Dollar Amount and Fiscal Impact	\$93,750
Funding Source	US Department of Justice
Duration	March 1,2020-March 20,2021
Previous Board Action/Review	No previous action.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	March 4,2020
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: This project builds upon the Building Bridges demonstration project, which supported a nine-month planning process to implement medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment. This funding will be used to fund a Peer Mentor/Navigator and provide recovery housing vouchers for those exiting jail receiving medication for Opioid Use Disorder (OUD).

The Agreement specifies that the funds will be available for eligible costs beginning on March 1, 2020- March 20, 2021

RECOMMENDATION: : Community Corrections respectfully requests that the Board of County Commissioners approves this Grant Award and allows Director Malcolm McDonald sign on behalf of the County for the Bureau of Justice Assistance and the Centers for Disease Control & Prevention funding for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

Subaward Agreement
between the
Clackamas County Community Corrections
and the
Institute for Intergovernmental Research (IIR)
in the
**Building Bridges Between Jails and Community-Based Treatment
for Opioid Use Disorder Demonstration Project**

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of March, 2020, by and between the Institute for Intergovernmental Research (*IIR*) and Clackamas County Community Corrections (*CCCC*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program (COAP) Training and Technical Assistance Program (dated September 30, 2019), for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from March 1, 2020, to February 28, 2021. Either party may withdraw by delivering ten days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *CCCC* agrees to provide the services mutually agreed upon and identified in the Project Summary at Attachment A. *IIR* agrees to pay *CCCC* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed \$93,750.
- c. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations.
- d. *CCCC* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and should be submitted no more frequently than monthly. *IIR* shall pay *CCCC*'s invoice within 30 days after submission and *IIR*'s review and approval.
- e. *CCCC* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* within 30 days of the expiration of this *Agreement*. Invoices submitted after 30 days of the expiration of this *Agreement* may not be paid, due to requirements associated with federal funding availability.
- f. *CCCC* will provide an activity/progress report with each invoice summarizing the progress to date and changes or delays in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

- g. At project completion, *CCCC* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- h. *CCCC* represents, certifies, and covenants that *CCCC* shall perform services in a manner conforming to generally accepted industry standards and practices and by qualified *CCCC* personnel who meet federal requirements and have a level of skill commensurate with the requirements of the services.
- i. *CCCC* certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. *CCCC's* failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- j. In executing this *Agreement*, *CCCC* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.
- k. The following attachments/information are hereby incorporated by reference and made a part hereof:
 - Attachment A – Project Summary
 - Attachment B – Additional Provisions
 - Attachment C – Breach of Personally Identifiable Information Procedures
 - Attachment D – Subcontractor Reporting Data Sheet
 - Attachment E – Award Continuation Sheet (Special Conditions) to Cooperative Agreement 2017-AR-BX-K003
 - Attachment F – BJA COAP Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder
 - *CCCC's* response to the solicitation

Accepted:

Accepted:

Clackamas County Community Corrections

Gina Hartsfield, President and CEO
Institute for Intergovernmental Research

Printed Name and Title

ATTACHMENT A

Clackamas County Community Corrections

Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project

Project Summary

Project Overview

This project builds upon the Building Bridges demonstration project, which supported a nine-month planning process for selected counties committed to implementing medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment providers. The Bureau of Justice Assistance (BJA) and the Centers for Disease Control and Prevention (CDC) are providing funding to eligible Building Bridges sites to support projects that increase the capacity of local communities to collaborate across the areas of public safety, behavioral health, and public health.

Clackamas County Community Corrections' Project Plan

Clackamas County Community Corrections' (CCCC) project application, work plan, and budget narrative provide additional details for the implementation of CCCC's project and the project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for CCCC's project as funded through this subaward.

Allowable Activities

Funding under this award may only be used to support the following allowable activities:

- Implementing effective community-level opioid overdose prevention activities.
- Implementing effective linkage to care programs upon release from incarceration.
- Enhancing public health, behavioral health, and public safety (e.g., police and law enforcement agencies, child welfare, courts and corrections, as well as first responders such as fire and paramedic/emergency services) collaborations, with a focus on scaling up promising interventions.

Deliverables

This section outlines the deliverables for this project. CCCC is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F.

1. **Bimonthly Collaborative Calls** – Participate in bimonthly calls with BJA policy advisors, CDC staff members, and the IIR Project Manager. These calls will last no more than 1½ hours. Other staff members may choose to participate, in addition to CCCC's Project Coordinator.

2. **Bimonthly Progress Reporting** – *CCCC*'s Project Coordinator is responsible for ensuring that a bimonthly report detailing progress on project activities is submitted to *IIR*'s Project Manager. The bimonthly reports should be submitted no later than the 7th day of the following month.

<u>Reporting Period</u>	<u>Due No Later Than</u>
March 1 – April 30	May 7
May 1 – June 30	July 7
July 1 – August 31	September 7
September 1 – October 31	November 7
November 1 – December 31	January 7
January 1 – February 28	March 7

3. **Financial Reporting** – *CCCC*'s Project Coordinator is responsible for ensuring that the required financial reporting is submitted on a quarterly basis. The financial reports must be submitted on the following schedule:

<u>Reporting Quarter</u>	<u>Due No Later Than</u>
January 1 – March 31	April 20
April 1 – June 30	July 20
July 1 – September 30	October 20
October 1 – December 31	January 20

The first financial report should be submitted no later than July 20, 2020. The final financial report is due 30 days after the subaward end date.

Questions concerning financial reporting should be directed to *IIR*'s Project Manager for the subaward.

4. **Subaward Closeout** – Within 30 days after the end date of the subaward, *CCCC* must initiate closeout of the subaward. *CCCC* should:
- Submit a final program report.
 - Submit a final financial report.

ATTACHMENT B

Clackamas County Community Corrections

Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project

Additional Provisions

Compliance With Law

CCCC acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to IIR and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. CCCC shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom CCCC further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice).

If to CCCC:

Mailing Address

1024 Main Street
Oregon City, OR 97045-1002

If to IIR:

Mailing Address

Post Office Box 12729
Tallahassee, FL 32317-2729

Project Correspondence and Communications

All official, nonfinancial-related communications related to CCCC's project should come from the Project Director/Coordinator named below who is the official project coordinator of record. CCCC's Project Coordinator is:

Ms. Kelli Zook
Phone: (503) 655-8392
Email: kzook@clackamas.us

Communications related to the project scope and/or deliverables for this project should be directed to *IIR*'s Project Manager via email. *IIR*'s Project Manager is:

Ms. Kathy Rowings
Email: krowings@iir.com

All financial or reporting-related communications regarding the project should come from either the Project Director/Coordinator or a single designated point of contact appointed by the Project Director/Coordinator. *CCCC*'s Financial Coordinator is:

Ms. Nora Jones
Phone: (503) 655-8780
Email: norajon@clackamas.us

Communications of a financial or reporting nature should be directed to *IIR*'s Contractual and Financial Point of Contact:

Ms. Mary J. Dodd
Contract Specialist
Phone: (850) 385-0600, Ext. 330
Email: mdodd@iir.com

Data Universal Numbering System (DUNS)

CCCC's DUNS number is 096992656.

Commercial and Government Entity (CAGE)

CCCC's CAGE code is 3UFZ9.

Federal Funding Accountability and Transparency Act (FFATA)

CCCC certifies that the information provided to *IIR* for submission to the FFATA Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

Special Conditions Announced in or Applied to Grant Award

CCCC acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a federal award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. The special conditions outlined in Attachment E are applicable only to the project outlined in this *Agreement*. *IIR* reserves the right to convey to *CCCC*, in a written amendment to this *Agreement*,

any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *CCCC* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement*.

Amendments to Subaward

During the life of the subaward project, *CCCC* may identify changes or updates to administrative information, project activities, or the project budget. *CCCC* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will coordinate with BJA as necessary concerning the request and may contact *CCCC* for additional information or to discuss the adjustment. *IIR* will notify *CCCC* of the outcome of the request.

Some circumstances requiring a subaward adjustment include:

- Change in subaward contact/notices information.
- Request for a no-cost extension.
- New project director, designated key staff, authorized representative, or signing authority.
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount.
- Changes in the scope of project activities.

Fiscal Management

CCCC has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. *CCCC* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *CCCC* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *CCCC* will have 30 days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

Independent Contractor

CCCC agrees that as an independent contractor, CCCC controls the manner and means of work and that there will be no IIR employee benefits accruing to the benefit of CCCC, including, but not limited to, unemployment compensation, health and life insurance benefits, or retirement earnings. CCCC will not make any claims against IIR related to benefits reserved for employees. CCCC will indemnify, defend, and hold IIR and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from CCCC's failure to provide benefits for CCCC and CCCC's employees. CCCC agrees that IIR will pay CCCC the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of CCCC, which agrees to hold IIR harmless from any tax obligations.

Training and Other Materials

CCCC agrees to submit to IIR for submission to BJA for review and approval of all materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other related written materials, including Web-based materials and website content, at least forty-five (45) working days prior to the targeted dissemination date.

Statements on Work Products

Any work products prepared by CCCC, including multimedia products and websites, shall include statements provided by IIR related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

Subaward

CCCC must obtain prior written approval from IIR for any subawards that CCCC proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice CCCC for actual expenses and provide appropriate supporting documentation. CCCC must, in turn, provide IIR with invoices and supporting documentation received from the subawarded entities with the related invoice from CCCC. CCCC agrees to comply with its oversight and monitoring responsibilities for subawards issued by CCCC in compliance with 2 CFR Part 200 Uniform Requirements.

Sole Source Approval

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstance precludes competition. When a purchase/contract exceeds \$250,000 and there has been no competition, CCCC must forward sole source justification for the purchase/contract and obtain approval from IIR prior to finalizing the purchase/contract.

Consultant Rates

Consultant rates (excluding travel or other expense reimbursements) cannot exceed \$650 per day (which is \$81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the \$650 daily rate.

Records Maintenance

CCCC shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *CCCC* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *CCCC* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

Information Requests

CCCC agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Monitoring

CCCC agrees to comply with *IIR* or the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *CCCC* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *CCCC* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *CCCC*'s expenses and termination of the *Agreement*.

Audit Requirements

Subrecipients that expend \$750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. *CCCC* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *CCCC* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under Part 200 Uniform Requirements. *CCCC* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

Audit and Inspection of Records

IIR, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *CCCC* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *CCCC*'s personnel for the purpose of interview and discussion related to such documents.

Corrective Action

CCCC shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

Disallowance

In the event that *CCCC* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *CCCC* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *CCCC*.

Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity

CCCC will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three years prior to the date of the grant award supporting this effort, *CCCC* has received any adverse finding of discrimination or should *CCCC* during the active life of this contract receive an adverse finding of discrimination against *CCCC*, after a due process hearing or by reason of a DOJ, OJP, Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *CCCC* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

CCCC certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or a limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

Limited English Proficiency

CCCC agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency pursuant to information located at <http://www.lep.gov>.

Equal Treatment of Faith-Based Organizations

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. CCCC agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

Arrest and Conviction Records

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. CCCC agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

CCCC will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. CCCC shall (i) comply and, for subawards or subcontracts hereunder which exceed \$100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder which exceed \$100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

Debarment and Suspension

No contract that equals or exceeds \$25,000 shall be made to parties listed as suspended or debarred in the System for Award Management (SAM). See <https://www.sam.gov/SAM/> for more information. CCCC represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. CCCC shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

False Claim; Criminal or Civil Violation

CCCC must promptly refer to IIR any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

Americans with Disabilities Act (ADA) Requirements

CCCC shall comply with the ADA requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and CCCC programs, activities, and services, including applicable requirements related to website access and use by the disabled.

Political Activities Prohibited

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

Prohibited Use of Funds Under 18 U.S.C. § 1913

CCCC will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

Personally Identifiable Information

In order for IIR to comply with its obligations related to actual or imminent breaches of information, CCCC agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to IIR and conform with other procedures as required by the “IIR Breach of Personally Identifiable Information Procedures” provided to CCCC as Attachment C and incorporated by reference here or as may also be required by CCCC’s state law.

Text Messaging

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Trafficking in Persons

CCCC agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of CCCC and any subrecipients or employees of CCCC or its subrecipients. The details of CCCC's obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

Right, Title, and Interest

CCCC shall retain CCCC's copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by CCCC as part of the work hereunder. CCCC hereby grants to the federal awarding agency through IIR (hereafter IIR) and to IIR's successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by CCCC or others on behalf of CCCC as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by IIR pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by CCCC or others on behalf of CCCC as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium which exists or which may hereafter be developed, free of any royalty or license fee whatsoever.

CCCC acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. CCCC acknowledges that, unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

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

It is the responsibility of CCCC (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. CCCC has the responsibility to obtain

from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill CCCC's obligations to the government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, CCCC shall promptly bring such refusal to the attention of IIR and not proceed with the agreement in question without further authorization from IIR.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

Patent Rights Clause

With respect to any subject invention in which CCCC or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

CCCC will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to IIR, which will review and forward them to the General Counsel, OJP, DOJ.

Association of Community Organizations for Reform Now (ACORN)

CCCC understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of OJP.

Airfare

CCCC understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by IIR prior to booking such tickets.

Travel Reimbursement; Meals and Lodging

CCCC understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with IIR's Travel Policy for Non-IIR Employees.

Food and/or Beverages

CCCC understands and acknowledges that for purposes of this award, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

Meeting Rooms and Audiovisual

CCCC understands and acknowledges that utilization of and costs for meeting rooms and audiovisual must comply with the requirements included in the DOJ Grants Financial Guide.

Event Advance Approval; Expenses and Reporting

CCCC acknowledges that all meetings and events must conform to the guidance in the DOJ Grants Financial Guide. CCCC is responsible for providing the necessary information to IIR for IIR to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement* with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, CCCC is responsible for taking steps to minimize the costs charged to this *Agreement*.

CCCC will provide the event information to IIR for each event forty-five (45) days prior to the scheduled event by completing IIR's Event Request/Report form (form to be provided by IIR). IIR will notify CCCC of approval/disapproval no later than thirty (30) days prior to the scheduled event. CCCC will notify IIR if there are changes to the information provided on the Event Request/Report form.

CCCC will provide actual event and cost information to IIR for each event within forty-five (45) days of event completion. The actual information will be submitted to IIR on/with the Event Request/Report form.

Indemnification

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

Insurance

Without limiting its obligations hereof, *CCCC* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or nonowned vehicles used in performance of the work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein "insurance coverage" encompasses self-insurance maintained by government agencies. *CCCC* will provide Certificates of Insurance upon request by *IIR*.

Termination Due to Unavailability of Federal Funding

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to *CCCC*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

Cancellation for Cause

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

Termination for Force Majeure

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party which makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

Governing Law and Jurisdiction

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

Disputes

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Severability

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Captions

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

Waivers and Remedies

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

Entireties

This *Agreement*, which includes Attachments A through F and *CCCC*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

Binding Effect

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

ATTACHMENT C

Institute for Intergovernmental Research (IIR) Breach of Personally Identifiable Information Procedures (September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

Definitions

- **Personally identifiable information** encompasses “personal information,” as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.¹
- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

(1) An unauthorized user accesses or potentially accesses PII; or

(2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.²

“Breach” includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.³ A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.⁴

¹ See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term “PII” is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf.

² OMB M-17-12.

³ Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of “breach” must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

⁴ OMB M-17-12.

IIR Breach Standards

IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

- (1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.
- (2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.

Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed. IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.⁵

All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO). Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.⁶ If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.⁷ The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

⁵ Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.

⁶ Such devices include, but are not limited to, laptops, tablets, and cell phones.

⁷ Notices may be required by federal or state law, grant special conditions, or government rules or regulations.

take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.⁸

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

Compliance With Federal Grant Breach Notification Requirements

When IIR, as a grant recipient, uses or operates a federal information system⁹ or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an OJP (award) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

Compliance With State Notice Requirements

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

After-Action Report

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

⁸ For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.

⁹ See OMB Circular A-130.

**Institute for Intergovernmental Research
Subcontractor Reporting Data Sheet—Attachment D**

SECTION 1—General Questions		
	Description of information required	
Subcontractor Name	Clackamas County Community Corrections	
Subcontractor DUNS Number	096992656	
Amount of Subcontract	\$93,750	
Start Date of Subcontract	3/1/2020	
End Date of Subcontract	2/28/2021	

SECTION 2—Applicability for Sub Reporting of Compensation Information	
<p style="text-align: center;">QUESTION 1:</p> <p>During your preceding fiscal year, did your company (under this DUNS#) receive: (a) 80 percent or more of your annual gross revenues in federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (b) \$25,000,000 or more of your annual gross revenue from federal awards? ----- If both (a) AND (b) are yes, enter "YES"; if not, enter "NO" in the space to the right.</p>	NO
<p style="text-align: center;">QUESTION 2:</p> <p>Does the public have access to information about the compensation of the top five highest-paid executives of your company through periodic reports filed under EITHER Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) OR Section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104]. ----- Enter either "YES" or "NO" in the space to the right.</p>	YES
<p style="text-align: center;"><i>If you answered "YES" to question 1 AND you answered "NO" to question 2 above, then enter the data in Section 3 below. If you have any other combination of answers to questions 1 and 2, then you do not need to complete Section 3.</i></p>	

SECTION 3—Compensation of Highly Compensated Officers	
<p style="text-align: center;">Enter the names of the top five highly compensated officers in descending order:</p>	<p style="text-align: center;">Enter total compensation* earned in the preceding fiscal year per the instructions below:</p>

***Total Compensation shall be calculated based on the sum of (1) through (6) below:**

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation, which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

Attachment E - 2019



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 30, 2019

Ms. Gina Hartsfield
Institute for Intergovernmental Research
Post Office Box 12729
Tallahassee, FL 32317-2729

Dear Ms. Hartsfield:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 42.205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 4 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 5 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 6 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

6/9/19



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 7 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

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

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

507



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 8 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

10/1



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 9 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

694



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 10 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>,



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 11 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

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

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 12 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

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

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 13 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

1598



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 14 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

BJA



PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

37. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

39. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

41. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

GAN



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 16 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

44. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

45. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

46. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

47. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

KST



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 17 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

48. Copyright; Data rights

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

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

49. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
50. The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
51. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 18 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

52. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

A recipient that is exempt from any legal requirement to file or pay federal taxes (such as a government entity exempt from federal income tax), and to which the elements of the above-specified certification would not apply, must advise OJP in writing -- in lieu of submitting the above-specified certification -- that it is not subject to any legal requirement to file or pay federal taxes.

53. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

54. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance. Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

55. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

56. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Institute for Intergovernmental Research

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action: (1) New construction. (2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species. (3) A renovation that will change the basic prior use of a facility or significantly change its size. (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment. (5) Implementation of a program involving the use of chemicals. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Attachment F

Bureau of Justice Assistance's Comprehensive Opioid Abuse Program

Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder

Grant Overview and Application

Overview of Funding Opportunity

Individuals with opioid use disorder (OUD) pass through jails each year, placing correctional facilities at the epicenter of the opioid crisis. Few jails offer the FDA-approved medications—buprenorphine, methadone, and naltrexone—that have consistently been shown to be the most effective forms of treatment for OUD when combined with behavioral therapies.

The Building Bridges demonstration project supported a nine-month planning process for selected counties committed to implementing medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment providers. Communities received coaching and technical assistance to develop a comprehensive continuum-of-care model that targets the jail population and builds bridges between in-custody and community-based treatment and supervision, including probation, parole, and court-based programs.

This funding opportunity, supported by the Bureau of Justice Assistance and the Centers for Disease Control and Prevention, will make \$100,000 available to eligible Building Bridges sites to support projects that increase the capacity of local communities to collaborate across the areas of public safety, behavioral health, and public health. Please see below for the eligibility criteria, allowable uses of funding, and instructions to apply for funding.

Eligibility Criteria

- ◀ Participated in at least 80 percent of coaching calls.
- ◀ Implementation of at least one form of medication-assisted treatment (MAT) in your local jail by or before February 29, 2020.

Allowable Uses of Funding

Funds are to be used only to support the following allowable activities:

- ◀ Implementing effective community-level opioid overdose prevention activities
- ◀ Implementing effective linkage to care programs upon release from incarceration
- ◀ Enhancing public health, behavioral health, and public safety (e.g., police and law enforcement agencies, child welfare, courts and corrections, as well as first responders such as fire and paramedic/emergency services) collaborations, with a focus on scaling up promising interventions

Mandatory Project Information

Responses to the project activity section must be submitted via the solicitation form (see page 4) by 5:00 p.m., ET, on January 31, 2020. All other required documents must be submitted via email to COAP@iir.com.

Additional Mandatory Application Requirements

Work Plan (Required)

Attach a work plan with a start date of March 1, 2020. The work plan should outline all planned activities. The work plan should be laid out as a table and contain the following elements:

- ◀ Activities: All activities should be included in the work plan.

- ◀ Responsible individuals: For each activity in the work plan, identify the organization and/or staff member responsible for carrying out the activity; and
- ◀ Timeline: Outline the specific time period during which the activity will occur.

A work plan template has been emailed to you along with this solicitation.

Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. In addition, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties. If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version. Both versions of the Budget Detail Worksheet can be accessed at <https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm>. Applicants should complete only the Year 1 tab, which is defined as March 1, 2020, to February 28, 2021.

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with federal funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>. The budget summary page must reflect the amounts in the budget categories as included in the Budget Detail Worksheet. These amounts should mirror the amounts in the Budget Narrative.

Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

- a. The recipient has a current (unexpired), federally approved indirect cost rate; or
- b. The recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate must attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct-cost categories.

Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant that is eligible to use the de minimis rate and wishes to use the de minimis rate should attach written documentation to the application that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 CFR 200.414(f).

This document should be emailed to COAP@iir.com.

Applicant Certification (Required)

The applicant agency must provide a statement of assurance signed by the authorized representative of the applicant organization stating that:

- ◀ Federal funds made available through this award will not be used to supplant state, local, or tribal funds
- ◀ but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.

- ◀ There has been appropriate coordination with all affected agencies.
- ◀ The project coordinator will agree to work with BJA and its representatives as well as the selected BJA COAP training and technical assistance provider(s) and partner agencies.

This document should be emailed to COAP@iir.com.

Accounting System and Financial Capability Questionnaire (Required)

All applicants must download, complete, and submit this form: <http://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf>.

This document should be emailed to COAP@iir.com.

Post-Award Requirements

Bimonthly Collaborative Calls

The recipient of the funds will be required to have the project coordinator participate in a bimonthly call with BJA policy advisors, CDC staff members, and the IIR project manager. These calls will last no more than 1.5 hours. Additional staff members may choose to participate.

Monthly, Quarterly, and Final Reporting

The recipient of funds under this solicitation will be required to submit monthly progress reports, quarterly financial reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent.

Confidentiality and Human Subjects Protection

Any recipient of an award under this solicitation will be required to comply with the U.S. Department of Justice regulations on confidentiality and human subjects' protection. See Evidence, Research, and Evaluation Guidance and Requirements, at <https://ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm>. All funded

applicants will be required to provide documentation of compliance with this requirement prior to commencing data collection.

Applicable Federal Laws and Regulations

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. Additional information for each requirement can be found at <https://ojp.gov/funding/index.htm>.

Applicant Process

Applications due: January 31, 2020

Review of applications: February 1 through February 10, 2020

Notification of awards: No later than February 17, 2020

Project begins: March 1, 2020

Application Checklist

- Mandatory Project Information Form (see page 4)
- Budget Detail Worksheet (see page 2)
- Indirect Cost Rate Agreement (if applicable) (see page 2)
- Work Plan (see page 1)
- Applicant Certification (see page 2)
- Accounting System and Financial Capability Questionnaire (see page 3)

Bureau of Justice Assistance's
Comprehensive Opioid Abuse Program

Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder

Submission Deadline

Applications for the Building Bridges between Jails and Community-Based Treatment for Opioid Use Disorder Implementation Funding are due by 5:00 p.m., ET, on January 31, 2020. Please submit the application by completing this form. By using Adobe Acrobat Reader, you will be able to submit your application directly through a button on the form. A free download of Adobe Acrobat Reader can be found at <https://get.adobe.com/reader>. If using another PDF program, please complete the form and save your responses, then email a copy of the completed form, along with any required documents or attachments, to COAP@iir.com.

Questions

Should you have questions about the application process or issues with submission, please send an email to COAP@iir.com.

Mandatory Project Information

Applicant Information

Applicant jurisdiction:

Applicant organization:

Employer identification number:

- Type of applicant:
- County government
 - City or township government
 - Nonprofit organization
 - For-profit organization
 - Other (explain)

Primary Contact for Matters Related to This Application

First name

Last name

Job title

Phone number

Email address

Street address

City

State

ZIP code

Project Activities

Category 1: Implementing Effective Community-Level Opioid Overdose Prevention Activities

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

- Not applicable
- Provide training/information to the community and media on the impact of substance abuse and strategies being employed in your community to address SUD.
- Provide individual and caregiver education and training on the risks and side effects of prescription and illicit drugs and administering naloxone.
- Provide training and technical assistance on naloxone distribution to government agencies, community-based service or treatment providers, or educational institutions.
- Provide education to improve family members' or caregivers' understanding of evidence-based treatments and prevention strategies related to SUD.

Other (explain)

Other (explain)

Other (explain)

Category 2: Implementing Effective Linkage to Care Programs Upon Release From Incarceration

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

Not applicable.

Develop recovery communities, recovery coaches, and recovery community organizations to expand the availability of and access to recovery support services.

Develop a plan for pre-trial and post-trial populations leaving jail or secure residential treatment to connect them to treatment and recovery supports.

Improve the availability and coordination of transportation services to connect rural residents to recovery and other support services.

Develop data sharing agreements with public health, behavioral health, and public safety agencies to allow for sharing of information and assessing success of programs and policies.

Develop shared data systems to allow public health, behavioral health, and public safety agencies to effectively share information about individuals who have SUD and connect to appropriate services.

Provide transitional or recovery housing as part of a comprehensive response strategy.

Other (explain)

Other (explain)

Other (explain)

Category 3: Enhancing Public Health, Behavioral Health, and Public Safety Collaborations, with a Focus on Scaling Up Promising Interventions

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

Not applicable.

Develop data sharing agreements with public health, behavioral health, and public safety agencies to allow for sharing of information and assessing success of programs and policies.

Develop shared data systems to allow public health, behavioral health, and public safety agencies to effectively share information about individuals who have SUD and connect to appropriate services.

-
- Develop outreach teams to follow up with justice-involved individuals at risk of overdose, particularly those who have just experienced nonfatal overdoses.

 - Establish/expand court-based intervention programs to prioritize or expedite services to court-involved individuals who have SUD.

 - Develop a plan for pre-trial and post-trial populations leaving jail or secure residential treatment to connect them to treatment and recovery supports.

 - Expand or enhance models of care that have demonstrated effectiveness in serving justice-involved individuals with a history of SUD.

 - Other (explain)

 - Other (explain)

 - Other (explain)

Visit the COAP Resource Center at www.coapresources.org.

About BJA

BJA provides leadership and services in grant administration and criminal justice policy development to support local, state, and tribal law enforcement in achieving safer communities. To learn more about BJA, visit www.bja.gov and follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is part of the U.S. Department of Justice's Office of Justice Programs.

This project is supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance (BJA). BJA is a component of the Office of Justice Programs, U.S. Department of Justice. The contents of this document were developed by IIR and do not represent the official position or policies of the U.S. Department of Justice.



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for Grant Award between Oregon Criminal Justice Commission and Clackamas County to Provide Treatment Options for High Users of Mental Health and Criminal Justice Resources

Purpose/Outcome	To address shortage of community support and services to individuals with mental health or substance use disorders.
Dollar Amount and Fiscal Impact	Up to \$250,000
Funding Source	Oregon Criminal Justice Commission
Duration	July 1, 2020-June 30, 2022
Previous Board Action/Review	No previous action.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: SB 973 was passed into law in 2019, and specified funding for programs that help those in Oregon whose high unmet mental health needs lead to involvement with the criminal justice system and urgent and emergency medical systems. The proposed project would use some of this funding to provide a safety net for clients of the Pretrial and Community Supervision programs who have been identified as high need for mental health treatment. The project would provide monthly vouchers to these clients which would enable the providers and Community Corrections to determine the length of stay needed before the client moves from stabilization housing to permanent housing. Some clients do not require stabilization housing, but do need to work with their therapist or visit their psychiatrist regularly to maintain their medication regimen. However, maintaining regular appointments can be difficult due to a number of accessibility issues. For those patients, we will be partnering with Clackamas County Health, Housing, and Human Services (H3S) to expand telehealth options. Finally, an important requirement of this grant is also one of the strategic results of Community Corrections: HIPAA-protected data sharing of client information. We will use some of the funding to create a sustainable client sharing platform that is accessible to Clackamas County Jail, Juvenile, H3S, and Community Corrections.

The Agreement specifies that the funds will be available for eligible costs beginning on July 1, 2020-June 30, 2022.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve application of this Grant Award from Oregon Criminal Justice Commission to address Treatment Options for High Users of Mental Health and Criminal Justice Resources.

Respectfully submitted;

A handwritten signature in blue ink, appearing to read 'Malcom McDonald', with a long horizontal flourish extending to the right.

Captain Malcom McDonald
Director, Community Corrections

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: Community Corrections

 Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No
 If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Improving People's Access to Community-Based Treatment, Supports and Services (IMPACTS) Grant

Funding Source: Federal State Local
Requestor Information (Name of staff person initiating form): Valerie Adrian

Requestor Contact Information: vadrian@clackamas.us

Department Fiscal Representative: Nora Jones

Program Name or Number (please specify): IMPACTS

Brief Description of Project:
 SB 973 was passed into law in 2019, and specified funding for programs that help those in Oregon whose high unmet mental health needs lead to involvement with the criminal justice system and urgent and emergency medical systems. The proposed project would use some of this funding to provide a safety net for clients of the Pretrial and Community Supervision programs who have been identified as high need for mental health treatment. The project would provide daily vouchers to these clients which would enable the providers to determine the length of stay needed before the client moves to stabilization housing. Some clients do not require treatment housing, but do need to work with their therapist or visit their psychiatrist regularly to maintain their medication regimen. However, maintaining regular appointments can be difficult due to a number of accessibility issues. For those patients, we will be partnering with Behavioral Health to expand telehealth options. Finally, an important requirement of this grant is also one of the strategic results of Community Corrections: HIPAA-protected data sharing of client information. We will use some of the funding to create a sustainable client sharing platform that is accessible to Clackamas County Jail, Juvenile, Behavioral Health, and Community Corrections.

Name of Funding Agency: Oregon Criminal Justice Commission

Agency's Web Address for funding agency Guidelines and Contact Information:
https://www.oregon.gov/cjc/impacts/

OR
Application Packet Attached: Yes No

Completed By: _____ **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>n/a</u>	Funding Agency Award Notification Date: <u>June 28, 2020</u>	
Announcement Date: <u>May 11, 2020</u>	Announcement/Opportunity #: _____	
Grant Category/Title: <u>IMPACTS</u>	Max Award Value: <u>\$10,000,000</u>	
Allows Indirect/Rate: <u>Yes/TBD</u>	Match Requirement: <u>None</u>	
Application Deadline: <u>June 12, 2020</u>	Other Deadlines: <u>n/a</u>	
Award Start Date: <u>July 1, 2020</u>	Other Deadline Description: _____	
Award End Date: <u>June 30, 2022</u>	Program Income Requirement: <u>n/a</u>	
Completed By: <u>Nora Jones</u>		
Pre-Application Meeting Schedule: <u>May 18, 2020</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?

By providing fast treatment options tailored to the highest utilizers of our public mental health and criminal justice resources, we are providing resources, intervention, and treatment to these individuals so they can experience and contribute to a safe community.

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

This will be a collaboration of several community partners and agencies and each is suited for their own unique role in the have a unique role in the project.

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

The purpose of the funding opportunity is to address the shortage of community supports and services for individuals with mental health or substance use disorders, which leads to increased usage of the criminal justice and medical institutions. We will help decrease this usage by paying

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

No. The program will provide vouchers and telehealth options to ensure each client has flexibility to fine the care that is right for them.

Organizational Capacity:

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

Yes

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

Yes-we will be partnering with Clackamas County Jail and Behavioral Health. Although we will not be in contract with them, Bridges to Change will have treatment beds available to accept our clients' vouchers

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

N/A

4. If funded, 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.)?

It is not a new program, but we will seek state funding to continue to supply vouchers. When the data sharing and tele-health are set up, there will be little to no cost to Community Corrections for those services.

Collaboration

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

Clackamas County Jail, Behavioral Health

Reporting Requirements

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

There will be program reporting requirements but they have not yet been determined.

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?

We will identify the high utilizers as a requirement of the grant application. Performance will be evaluated based on their outcomes: their ability to access mental health services when needed, their compliance with the terms and conditions or their pretrial or supervision agreements, and

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

Fiscal reporting requirements have not yet been determined.

Fiscal

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

Yes-reducing jail time and emergency room usage will save money compared to the outputs required for treatment vouchers and the implementation of telehealth and data sharing.

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

No other revenue sources are required.

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

No match required.

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

Yes, but the rate has not yet been established.

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Permission to apply for a COVID-19 grant from the Oregon Criminal Justice Commission

Purpose/Outcomes	Finance is looking for approval to coordinate a county-wide application for COVID-19 funding from the Oregon Criminal Justice Commission (OCJC)
Dollar Amount and Fiscal Impact	The application is for \$298,540 in federal pass-through funds to pay for retrospective and prospective costs related to the COVID-19 event.
Funding Source	Funds are passed through the OCJC from U.S. DOJ's Office of Justice Programs, Bureau of Justice Assistance
Duration	Funds requested will fund costs through February, 2021.
Previous Board Action	None
County Counsel Review	N/A (application only)
Strategic Plan Alignment	1. Respond to public emergency event
Contact Person	Matt Westbrook (503) 742-5417

BACKGROUND:

The State of Oregon Criminal Justice Commission has made U.S. DOJ pass-through funding available to law enforcement for COVID-19 response. The Sheriff's Office (and the jails), Community Corrections, and EOC Command are combining on a single grant application for Coronavirus Emergency Supplemental Funding (CESF). This is a competitive award and includes two contact tracers for the jail system as requested by EOC Command. Finance is coordinating the application for this award.

RECOMMENDATION:

Staff respectfully recommends approval to apply for CESF funding. Staff further recommends the Board delegate authority to Nancy Bush, EOC Command, to sign agreements necessary if this funding is awarded.

Sincerely,

Elizabeth Comfort,
Director, Finance

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: _____

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

**If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

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? Have they already been secured?

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 they?

Program Approval:

--	--	--

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

June 4, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband
eXchange and Clackamas Educational Service District for a dark fiber connection

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the Clackamas Educational Service District (CESD) for a dark fiber connection to the Pittock.
Dollar Amount and Fiscal Impact	CESD will pay a nonrecurring fee of \$3,750.00 for the extension of the fiber network and pay a recurring annual fee of \$33,000.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by CESD.
Duration	Effective upon signature by the board, the SLA is effective for five (5) years.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for the Colton School District.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, May 14, 2020
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is looking for approval to provide 1 new dark fiber connection for the Clackamas Educational Service District to the Pittock. Due to reimbursement rules from the federal government, CESD had to go out for competitive bids for any telecommunication service to ensure that CESD is receiving the best deal for their services. CESD just completed such a bid and CBX is the best deal.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this fiber agreement with the Clackamas Educational Service District. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Clackamas Education Service District
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Clackamas Educational Service District (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

Upon completion of installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated as herein provided, this agreement shall continue through June 30, 2025.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. Payment

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the

succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235,

to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as

that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court

Oregon City, Oregon 97045
ddexter@clackamas.us
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

Stuart Long, CIO
Clackamas ESD
13455 SE 97th Ave
Clackamas OR, 97015
503-675-4201

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

29. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

30. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Clackamas Educational Service District
(Customer Name)

By (signature): 

Name (print): Jada R. Rupley

Title: Superintendent

Date: May 26, 2020

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Pittock 921 SW Washington St Portland, OR 97205	One Pair (two) dark fibers	\$2,750.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Pittock 921 SW Washington St Portland, OR 97205	Construction	\$3,750.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract with Tetra Tech, Inc.,
to provide debris monitoring and management services
in the event of a debris-generating disaster in Clackamas County**

Purpose/ Outcomes	Execution of a contract between Disaster Management and Tetra Tech Inc., for debris monitoring and management services in the event of a declared emergency following a debris-generating event in Clackamas County.
Dollar Amount and Fiscal Impact	<u>Pre-disaster</u> : \$20,000. This covers debris monitoring exercises and preparedness activities. <u>Post-disaster</u> : The amount spent under this five (5) year contract will be contingent upon the nature and extent of the disaster. Task orders issued by the County to activate debris monitoring for a widespread disaster could exceed \$1 million. The fiscal impact is conditional on Public Assistance Grant reimbursement from FEMA.
Funding Source	Disaster Management
Duration	December 31, 2025
Previous Board Action	N/A
Strategic Plan Alignment	1. <i>How does this item align with your department's Strategic Business Plan goals?</i> Disaster Management's strategic plan includes establishment of the debris management plan in its measures and services. Transportation & Development's 2018 plan included a strategic result of a fully developed plan for Cascadia earthquake response by 2022 and included the disaster debris plan among its services. 2. <i>How does this item align with the County's Performance Clackamas goals?</i> Establishing a high level of response and recovery preparedness to debris-generating disasters supports the Strategic Plan priorities to "Ensure Safe, Healthy and Secure Communities" and "Build Trust through Good Government.
Counsel Review	March 9, 2020; JM
Procurement Review	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation:
Contact Person	Nancy Bush, Disaster Management Director - 503-655-8665 Eben Polk, Sustainability & Solid Waste Supervisor – 503-742-4470



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

BACKGROUND:

Clackamas County may suffer a disaster that generates debris that must be responsibly removed, sorted, and disposed. Floods, landslides, earthquakes, wind and ice storms, and volcanic events all may result in debris requiring cleanup. Debris cleanup after a large event such as a Cascadia fault earthquake could cost more than \$100 million. A debris monitoring contractor is an important component of the response, overseeing debris removal contractor(s) to ensure that material is removed and managed with transparency and accountability, with the intent of maximizing cost recovery from FEMA. This contract is a new and important element of the County's planning to handle disaster debris.

PROCUREMENT PROCESS:

A team of staff within Transportation & Development, Disaster Management, County Counsel, and Finance collaborated to develop the RFP and evaluate responding firms. This project was advertised in accordance with ORS and LCRB Rules on October 29, 2019. Proposals were opened on November 26, 2019. Three (3) proposals were received: Rostan Solutions, Tetra Tech Inc., and Thompson Consulting. After review of the proposals and all necessary documentation, Tetra Tech Inc., was determined to be the successful proposer.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Disaster Management and Tetra Tech Inc., for the debris monitoring and management services.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy Bush".

Nancy Bush, Director
Disaster Management

Placed on the Agenda of June 4, 2020 by the Procurement Division



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #2398**

This Personal Services Contract (this “Contract”) is entered into between **Tetra Tech, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Disaster Management.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2024**.

- 2. Scope of Work.** Contractor shall perform the following categories of personal services:
 - a. Debris Monitoring and Management Work.** Contractor shall provide debris monitoring and management (“On-Call Work”), further described in **Exhibit A**. The On-Call Work will be performed upon occurrence of an emergency, as formally declared by the County, and is contingent upon the County issuing a written Task Order (“Task Order”) in substantially the form attached hereto as Exhibit B and incorporated by this reference herein. Contractor may not perform any On-Call Work until the County issues the Task Order. No Task Order shall modify or amend the terms and conditions of this Contract.

 - b. Pre-Event Workshops.** Contractor shall help design and help participate in Pre-Event Workshop exercises further described in Exhibit C (“Workshop Services”).

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **twenty thousand dollars (\$20,000.00)**, for accomplishing the Workshop Services required by this Contract. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed the amount set forth in the Task Order for accomplishing the On-Call Work required by this Contract.

Consideration rates for performance of both the On-Call Work and Workshop Services (collectively the “Work”) are on a time and materials basis in accordance with the rates and costs specified in Exhibit F. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit F.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Nancy Bush.

5. **Travel and Other Expense.** Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

7. **Contractor and County Contacts.**

Contractor	County
Administrator: Betty Kamara Phone: 407-803-2551 Email: betty.kamara@tetrattech.com	Administrator: Nancy Bush Phone: 503-655-8665 Email: NBush@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of

Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor shall complete work as outlined in the Request for Proposal #2019-85 Debris Monitoring and Management issued October 29, 2019. Hereby included as **Exhibit C**, and the vendor's response hereby included as **Exhibit D**.

This Contract is on an "on-call" or "as-needed basis" for On-Call Work.

Contractor agrees to perform the On-Call Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, incorporated cities within Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the On-Call Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of On-Call Work, the entity on whose behalf the On-Call Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform On-Call Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

**EXHIBIT B
TASK ORDER**

EXHIBIT C WORKSHOP SERVICES

1. *Pre-Event Workshop.* The Contractor shall participate in a “Pre-Event Workshop” in Clackamas County, Oregon following award at a mutually acceptable date and time. The purpose of the Pre-Event Workshop is (1) to familiarize the Contractor with Clackamas County’s Debris Management Plan, Debris Removal Scope of Work, key personnel and geographic setting, and (2) to familiarize Clackamas County staff with the Contractor’s personnel and processes. Familiarization with these resources will enhance the Contractor’s ability to mobilize and support the County following a disaster.

2. *Follow-up Workshop.* The County may conduct a “Follow-up Workshop,” subject to funding. The Follow-up Workshop will reflect updates to debris sites, transportation route priorities, updated roles and responsibilities, better integration with damage assessment, etc. The Follow-up Workshop, if conducted would occur during the second half of the term of the contract.

3. *Contractors Debris Management and Monitoring Processes.* At a minimum the Contractor shall familiarize the County with the following general tasks:
 - a. Development of a Disaster-specific Debris Monitoring Plan.
 - b. Debris Removal Contractor truck & trailer measurement, certification, marking and tracking.
 - c. Debris Removal Contractor equipment registry and tracking.
 - d. Debris Removal Contractor Quality Assurance field monitoring.
 - e. Debris Removal Contractor trip ticket management.
 - f. Debris Removal Contractor invoice review and reconciliation.
 - g. Debris Removal Contractor complaint resolution.
 - h. Implementation of an Automated Debris Management System (ADMS).
 - i. Preparation of debris removal progress reports.
 - j. Documentation to support Federal cost reimbursement.

EXHIBIT D
RFP# 2019-85
Debris Monitoring and Management
Issued October 29, 2019

EXHIBIT E
VENDOR'S RESPONSE

**EXHIBIT F
FEE SCHEDULE**

**EXHIBIT G
FEDERAL CLAUSES**



Gregory L. Geist
Director

June 4, 2020

Board of County Commissioners
Water Environment Services Board

Members of the Board:

Approval of a Resolution Authorizing a Department of Environmental Quality State Revolving Fund Loan Agreement with Water Environment Services to Finance the Three Creeks Floodplain Enhancement Project

Purpose/Outcomes	To put in place a loan to finance a portion of the Three Creeks Floodplain Enhancement project.
Dollar Amount and Fiscal Impact	The loan maximum will be \$1,450,000. Principal and interest payments will be made in semiannual installments based on the final, total loan.
Funding Source	Monthly surface water service charges. No County General Funds are involved.
Duration	The loan will have a 20 year term.
Previous Board Action	The Board authorized the Director of WES to enter into a loan agreement with the State of Oregon Department of Environmental Quality (“DEQ”) for a point source loan to WES from the State Revolving Fund (“SRF”) in the amount of \$37,000,000 for the Tri-City Solids Handling Improvements Project (“TC Solids Project”) in August 2018.
Counsel Review	This resolution was reviewed and approved by County Counsel on May 27, 2020.
Strategic Plan Alignment	Aligns with the County’s Strategic Priority to <i>honor, utilize, promote and invest in our natural resources.</i>
Contact Person	Doug Waugh, Finance Manager, WES – 503-742-4564

BACKGROUND:

On January 9, 2019, WES entered into a loan agreement with the State of Oregon Department of Environmental Quality (“DEQ”) for a point source loan to WES from the State Revolving Fund (“SRF”) in the amount of \$37,000,000 for the Tri-City Solids Handling Improvements Project (“TC Solids Project”).

DEQ offers an option for public entities to take out a second loan (called a “Sponsorship Option Loan”) for nonpoint source pollution control projects, which makes the public entity eligible for a reduced interest rate for both loans. The TC Solids Project qualifies as a point source loan, making WES eligible to receive a reduced interest rate for the loan for the TC Solids Project by adding an additional loan for a nonpoint source project.

The interest rate for the Sponsorship Option Loan for the Three Creeks project will be set at 1.38% per annum, but would be raised to 2.06% if the project is not completed in compliance with the terms of the loan agreement. The interest rate on the TC Solids Project is currently set

at 2.14% and will be adjusted downward to reflect the interest rate reduction upon entering into the Sponsorship Option Loan Agreement.

WES has identified the Three Creeks Floodplain Enhancement (“Three Creeks Project”) as an eligible nonpoint source project, which is a large natural area owned by WES in urbanized Clackamas County with tremendous potential for a green infrastructure project that will enhance floodplain function, improve water quality, restore natural habitat, and provide opportunities for outdoor recreation and environmental education.

WES and DEQ are finalizing this Sponsorship Option Loan agreement terms to fund the first two phases of the project, including data collection, modeling, alternatives selection, design, and permitting.

RECOMMENDATION:

Staff recommends the Board approve the resolution authorizing WES to enter into a SRF Loan Agreement for the financing of approximately \$1,450,000 for the Three Creeks Floodplain Enhancement Project, and authorizing the Director of WES to execute the final SRF Loan Agreement, and any ancillary related documents or amendments that may be required thereafter, so long as such amendments do not increase the amount of indebtedness.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, Water Environment Services

Attachments:

Resolution Authorizing DEQ State Revolving Fund Loan Agreement with WES

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

A Resolution Authorizing a Department
of Environmental Quality State
Revolving Fund Loan Agreement with
Water Environment Services to Finance
the Three Creeks Floodplain
Enhancement



Resolution No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners of Clackamas County, Oregon (the "Board"), acting as the governing body of Water Environment Services, an intergovernmental entity created pursuant to Oregon Revised Statutes Chapter 190 ("WES"), in the Board's regular business meeting on June 4, 2020.

WHEREAS, WES entered into a loan agreement with the State of Oregon Department of Environmental Quality ("DEQ") for a point source loan to WES from the State Revolving Fund ("SRF") in the amount of \$37,000,000 for the Tri-City Solids Handling Improvements Project ("TC Solids Project") on January 9, 2019; and

WHEREAS, DEQ offers an option for public entities to take out a second loan (called a "Sponsorship Option Loan") for nonpoint source pollution control projects, which makes the public entity eligible for a reduced interest rate for both loans;

WHEREAS, the TC Solids Project qualifies as a point source loan, making WES eligible to receive a reduced interest rate for the loan for the TC Solids Project by adding an additional loan for a nonpoint source project;

WHEREAS, WES has identified the Three Creeks Floodplain Enhancement ("Three Creeks Project") as an eligible nonpoint source project, which is a large natural area owned by WES in urbanized Clackamas County with tremendous potential for a green infrastructure project that will enhance floodplain function, improve water quality, restore natural habitat, and provide opportunities for outdoor recreation and environmental education;

WHEREAS, WES and DEQ are finalizing this Sponsorship Loan agreement and the Board is desirous of delegating execution of the Agreement to the Director of WES; and

WHEREAS, it further appearing that it is in the best interest of WES to approve the SRF Loan Agreement;

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

A Resolution Authorizing a Department
of Environmental Quality State
Revolving Fund Loan Agreement with
Water Environment Services to Finance
the Three Creeks Floodplain
Enhancement



Resolution No. _____
Page 2 of 2

**NOW THEREFORE, the Clackamas County Board of County
Commissioners acting as Governing Body of Water Environment Services
resolves as follows:**

1. The Board does authorize and approve WES to enter into a SRF Loan Agreement for the financing of approximately \$1,450,000 for the Three Creeks Floodplain Enhancement Project with terms and conditions standard to such agreements and as required by DEQ.
2. The Board does authorize and approve the establishment and funding of a designated reserve account to meet the "Loan Reserve" requirement of the SRF Loan Agreement.
3. The Board does authorize and direct the Director of WES to execute the final SRF Loan Agreement and any ancillary related documents or amendments that may be required thereafter, so long as such amendments do not increase the amount of indebtedness.

DATED this 4th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Brand Standardization for Flygt N-Impeller Pumps by Xylem

Purpose/Outcomes	Approval to establish a brand standardization for Flygt N-Impeller Pumps by Xylem for WES Pump Stations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Ten (10) years from date of approval
Previous Board Action/Review	N/A
Performance Clackamas Alignment	This standardization will streamline WES upgrades of outdated equipment and is anticipated to reduce inefficiency's and provide an overall cost saving to the District.
Contact Person	Jeff Stallard, Civil Engineering Supervisor 503-742-4694

BACKGROUND:

Currently WES operates 54 pumps in their waste water treatment facilities, 32 of those pumps are Xylem brand pumps. WES has found that the self-deragging feature of the Flygt N-Impeller pump by Xylem preforms better and requires less maintenance than other similar brand pumps, ultimately resulting in extended pump life.

This standardization will provide several benefits by consolidating all pumps to one brand, thus eliminating the inefficiency of using multiple different styles of pumps for the same functions. Standardizing with Xylem is anticipated to reduce costs for training, support, inventory and maintenance. It is the intent of WES to use the Xylem brand pumps in future bid solicitations for upcoming capital projects.

PROCUREMENT PROCESS:

The Procurement Office advertised the Notification of Brand Standardization according to ORS 279B.215 on March 9, 2020. The Notification was published for fourteen (14) days and received no protest.

RECOMMENDATION:

Staff recommends the Board approve the request for a Brand Standardization for Flynt N-Impeller Pumps by Xylem.

Respectfully submitted,

Tralee Whitley
Clackamas County Procurement Analyst

Placed on the 6-4-2020 Agenda by the Procurement Division.

Board Approval: _____