

June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with David Douglas School District to develop a culturally-responsive early childhood screening tool. Agreement value is \$186,340 for 2.1 years. Funding is through David Douglas School District. No County General Funds are involved.

Previous Board Action/Review	BCC Issues: 5/23/23		
Performance Clackamas	Provide equitable prevention, early intervention, and system coordination services to children and families to ensure safe and stable home environments and academic progress.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement (IGA) from David Douglas School District No. 40. This project will assist partner organizations in improving early childhood screening tools, such as the Ages and Stages Questionnaire, in ensuring alignment with and respect of a family’s home culture, developing complementary measure and guidance documents. All: Ready Regional Kindergarten Readiness Network, through CFCC, will work with partner organizations in Clackamas and Multnomah Counties to document the challenges of current early childhood screening measurements and develop considerations and modifications to ensure cultural relevance and equity so that families have access to and use of quality culturally-affirming early childhood supports and services that ensure readiness for Kindergarten and beyond.

IGA value is \$186,340 for 2.1 years for services from June 1, 2023, through June 30, 2025.

RECOMMENDATION: Staff recommends Board approval of this IGA and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,
Rodney A. Cook

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

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677
Clackamas.us/h3s





DDSD Contract ID#	2223195
Contractor Contract ID#	

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Clackamas County

Pursuant to authority granted in ORS Chapter 190; this Intergovernmental Agreement ("Agreement") is between **DAVID DOUGLAS SCHOOL DISTRICT NO. 40**, a public school district of the State of Oregon, hereinafter ("DDSD") and **Clackamas County ("CC")**, each separately a "Party" and collectively "the Parties."

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be June 1, 2023 through June 30, 2025.

Scope of Work. The Parties shall perform the work described in Exhibit 1.

Payment for Work. As noted in Exhibit 2.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- This Intergovernmental Agreement document,
- Exhibit 1 - Scope of Work,
- Exhibit 2 – Compensation,
- Exhibit 3 – Insurance requirements,

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** DDSD and CC intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors. Each Party shall be responsible exclusively for their respective officers, employees and agents.
2. **Subcontracts and Assignments.** Neither Party shall subcontract or assign any part of the Agreement without the prior written approval of the other Party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement.** DDSD and CC, by written mutual agreement, may terminate this Agreement at any time.

- b. **For Convenience upon 60 days written notice.** Either Party may terminate the Agreement for convenience upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the parties already accrued under the Agreement prior to the effective date of termination.
- c. **Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party. To be effective, the Party seeking termination must give the other Party written notice of the material breach, what actions the Party seeking termination wants the other Party to take/complete in order to cure the material breach, and of its intent to terminate if the material breach is not cured within 15 calendar days. The breaching Party shall give the non-breaching Party written notice of the actions it took/takes to cure the material breach before the 15 calendar days to cure expires. If the breaching Party does not entirely cure the material breach within 15 calendar days from the date of the notice from the non-breaching Party, this Agreement shall automatically terminate, unless the Parties mutually agree in writing to extend the timeline to cure.
- d. Termination by either Party shall not constitute a waiver of any claim either Party may assert against the other Party under the terms of this Agreement. DDSD shall not be liable for indirect or consequential damages arising or resulting from early termination of this Agreement.
4. **Access to Records.** Each Party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
5. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either Party without the prior written approval of the other Party, except as allowed by 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA").
6. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian and must be used only for the purposes identified in this Agreement.
7. **Compliance with Applicable Law.** Each Party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.

8. **Mutual Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, DDSD shall indemnify, defend and hold harmless CC, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of DDSD, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, CC shall indemnify, defend and hold harmless DDSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of CC, its officers, employees and agents in the performance of this Agreement.
9. **Insurance.** CC will provide proof of insurance coverage as provide in Exhibit 3.
10. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Clackamas County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. CC AGREES TO THE JURISDICTION OF THESE COURTS.
11. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for person communication or touch with students when not under direct DDSD supervision. As required by ORS 181.534 and 326.603, CC will work with DDSD to ensure that CC's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any DDSD school or other DDSD location(s). CC will work with DDSD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with DDSD, before any work begins under this Agreement, CC shall ensure, at its expense, that any person CC assigns to perform services under the contract meets all the State of Oregon's and DDSD's criminal background check requirements. DDSD will ensure its employees performing services under this contract will meet all the State or Oregon's and DDSD's criminal background check requirements.
12. **Licenses.** At all times during the term of this agreement, CC and DDSD represent that they have any and all currently required licenses, certifications or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
13. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s) as noted on page 1 of this agreement.
14. **Waiver, Severability.** Waiver of any default or breach under this Agreement by DDSD does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. 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 invalid.
15. **Force Majeure.** Neither DDSD nor CC shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes

or lockouts by the Parties' own employees, fires, natural calamities, riots, demands or requirements of governmental agencies other than DDSD or CC.

16. **Representations.** CC and DDSD represents and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
17. **Employee, Agent, Subcontractor, or Officer Removal.** DDSD will immediately remove any DDSD employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that CC determined, in CC's sole discretion, that removal of the employee, CC, subcontractor, or officer is in CC's best interest.
18. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Handwritten revisions made to this Agreement, which are not initialed and dated by both Parties, shall be deemed to have been rejected.
19. **Joint authorship.** CC has reviewed this Agreement and negotiated for change to any language that CC found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either Party.
20. **Time is of the essence.** Time of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.
21. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.
22. **Notices.** All notices or demands of any kind required or desired to be given by DDSD or CC must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below.

David Douglas School District
 Attn: Patt Komar
 Director of Administrative Services
 11300 NE Halsey St.
 Portland, OR 97220

Clackamas County
 Attn: Kari Lyons
 112 11th St.
 Oregon City, OR 97045

SIGNATURES ON NEXT PAGE

I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.



David Douglas School District
Patt Komar
Director of Administrative Services

Tootie Smith, Clackamas County Board Chair

Date

Date

EXHIBIT 1**SCOPE OF WORK**

Clackamas County will collaborate with DDSD Multnomah Early Learning Program (MECP) in the following project:

PROJECT DESCRIPTION

Current recommendations from national research underscore the importance of increasing the number of measures from Black, Indigenous and People of Color (BIPOC) developers that are complementary or adjacent to current measures and provide guidance and modifications to ensure cultural relevance. Studies also demonstrate the need for trauma-informed and anti-racist frameworks and principles in measurement development, validation, adaptation and translation.

This project aims to assist partner organizations in developing complementary and adjacent measures and guidance documents to early childhood screening tools, such as the Ages and Stages Questionnaire, to ensure alignment with and respect of a family's home culture. It builds off of previous work supported by SeeChange in 2019 in partnership with Multnomah County Early Learning Hub, Health Share and the Immigrant and Refugee Coalition of Oregon, where learnings were generated around how to enhance services for specific immigrant and refugee communities.

GOALS:

By the end of this two-year project, we will have:

- Developed a Culturally Responsive Early Childhood Well-Being Advisory Group
- Developed a trauma-informed anti-racist framework for early childhood screening, implementation and analysis
- Strengthened our understanding of modifications and adaptations happening in the field by screeners to support a family's cultural traditions and practices
- Strengthened our understanding of challenges and barriers to existing tools and screening processes that create bias and discrimination in the screening process and tools
- Strengthened our understanding of the early childhood health and wellness markers and measurements family's use and how these can inform development of complementary tools
- Strengthened our understanding of a family's core values and concepts in early childhood that are responsive to their family's home culture and how these can impact and inform screening and assessment
- Developed recommendations for screening adaptations and modifications
- Mapped a change process that can inform stakeholders and decision-makers on how to modify existing screening tools and promote guidance and modifications to impact the screening and measurement conversations regionally and statewide
- Engaged and advocated with a Stakeholder Advisory Committee of key decision-makers with the Oregon Department of Education, Brooks Publishing Company, the Center for Medicaid Services, Oregon Health Authority, Coordinating Care Organizations and more to adjust local

screening tools as necessary to support culturally responsive needs of families.

Deliverables:

- Developed a Culturally Responsive Early Childhood Well-Being Advisory Group
- Developed a trauma-informed anti-racist framework for early childhood screening, implementation and analysis
- Strengthened our understanding of modifications and adaptations happening in the field by screeners to support a family's cultural traditions and practices
- Strengthened our understanding of challenges and barriers to existing tools and screening processes that create bias and discrimination in the screening process and tools
- Strengthened our understanding of the early childhood health and wellness markers and measurements family's use and how these can inform development of complementary tools
- Strengthened our understanding of a family's core values and concepts in early childhood that are responsive to their family's home culture and how these can impact and inform screening and assessment
- Developed recommendations for screening adaptations and modifications
- Mapped a change process that can inform stakeholders and decision-makers on how to modify existing screening tools and promote guidance and modifications to impact the screening and measurement conversations regionally and statewide
- Engaged and advocated with a Stakeholder Advisory Committee of key decision-makers with the Oregon Department of Education, Brooks Publishing Company, the Center for Medicaid Services, Oregon Health Authority, Coordinating Care Organizations and more to adjust local screening tools as necessary to support culturally responsive needs of families.
- Key local, regional, state and federal agencies engaged and influenced for systemic change
- Long term outcome includes increased family engagement, appropriate referrals and links to needed services

Clackamas County representatives will meet monthly with MECP staff to give updates on progress. A progress report may be required should CC fail to demonstrate progress or not attend meetings or provide updates. Should that happen a progress report will be added by amendment to the agreement if necessary.

Activity	Outcomes	Impact
Structuring, Planning; Onboard Consultants; Research Design	Contracts developed roles/responsibilities, timeline and deliverables outlined; co-create project working agreements, terminology and principles; build framework from principles and methodologies and questions, development of Advisory Committee	Shared understanding of key terms and principles; clear outline on affinity and shared spaces; clear designation of roles and workplan; framework developed, vetted and agreement
Community Based Research Study	<ul style="list-style-type: none"> • 5-8 listening sessions and 15-20 interviews with key informants, stakeholders, agencies and practitioners in the field using screening tools and measurements with families • Literature review and research of current modifications, adaptations to tools and recommendations for improvement • 4-6 family listening sessions with specific communities around cultural traditions and practices in early childhood development and family health and wellness markers 	<ul style="list-style-type: none"> • Family engagement and empowerment in tool modification, design and validation • Centering family voice and participation in change • Culturally responsive early childhood development practices and well-being markers captured
Report Development – Guidance, modification, and recommendations	<ul style="list-style-type: none"> • Analysis and synthesis of key findings, guidance and modifications developed, compilation into report • Clear recommendations around needed changes and clear understanding of what families need and what’s going to impact their well-being 	<ul style="list-style-type: none"> • Webinars and presentations to key leaders and stakeholders to encourage modification, guidance and adaptations • Peer-reviewed article demonstrating clear recommendations
Community Partner Engagement and Training	<ul style="list-style-type: none"> • Training on how a White dominant culture can cause a positive and negative bias around children with cultural, linguistic and racial diversity and disability 	<ul style="list-style-type: none"> • Increased understanding and possible modification of engagement strategies
Change Process Mapping and recommendations for improvement	Map of stakeholders and decision makers with power and positionality to create change in screening tools, key recommendations for next steps	

Activity	Outcomes	Impact
<p>Develop and facilitate a Development Screening Stakeholder Roundtable (CCOs, Oregon Department of Education, ODE Special Education Division, Brooks Publishing Company and More to discuss implementation of needed shifts around early childhood screening</p>	<ul style="list-style-type: none"> Engagement of key decision-makers and holders of screening tools to develop a process map for change to employ modifications or guidance 	<ul style="list-style-type: none"> Acceptance and buy in from key decision makers regard to expectation and use of this tool or developing a new tool that is more responsive to families or permission for tool modification and design Strengthened understanding and commitment by agencies that we are using culturally responsive practices as our youngest people enter education and working with families in the most culturally responsive way possible on a localized level; and that there is universal fidelity around these tools

Roles	Responsibility of
Provide culturally responsive listening sessions with families, Community Health Workers, Family Advocates, develop questions, interview process	Three culturally specific contractors and a community engagement consultant (Clackamas County)
Interview clinic practitioners, early learnings researchers	Network Manager (Clackamas County)
Trauma-informed and culturally responsive framework development	All by Clackamas County. MECP will be involved in meetings.
Research current national best practices and recommendations	Network Manager and intern (Clackamas County)
Convene stakeholders to map a process to create guidance and modifications to screening tools to better support families	Network Manager (Clackamas County)
Provide recommendations, modifications, and other promising practices to decision-makers	Network Manager (Clackamas County)
Host webinars, attend national conferences to provide promising practices	Consultants and Network Manager (Clackamas County)

NOTE: NO STAFF FROM CLACKAMAS COUNTY WILL BE PRESENT AT ANY DAVID DOUGLAS FACILITY. SHOULD A MEETING NEED TO OCCUR AT A DAVID DOUGLAS LOCATION, THIS CONTRACT WILL NEED TO BE MODIFIED TO INCLUDE A COVID-19 LIABILITY WAIVER AND ASSUMPTION OF RISK AND NO MEETING CAN OCCUR AT A DDSD LOCATION UNLESS THAT WAIVER IS COMPLETED IN ADVANCE OF THE MEETING.

EXHIBIT 2

BUDGET AND COMPENSATION

The Project Budget for the entire term of the agreement is outlined below. Invoices should be in the same format as the budget detailing the approved budget in the contract, current invoiced amount for each activity and year to date invoiced amount with a balance. **Note that this budget may not be modified without prior written amendment to the contract.**

Project budget:

Activity	Budget	Billed by
All Ready Network Manager – support project logistics, deliverables, timelines, facilitation, analyze and synthesize findings, report and presentations, map change process to inform and engage decision-makers and stakeholders on discussions to change tools, measurements, and screening processes (50% of 1.0 FTE)	Salary: \$73,512 Taxes/Benefits: \$43,950	Invoice support must include payroll documentation matching time period invoiced.
Consultants - subcontractors		
American Indian and Alaska Native consultant	\$9,750	Invoice must provide documentation showing amount CC paid to consultant for work performed
African American Consultant	\$9,750	Invoice must provide documentation showing amount CC paid to consultant for work performed
Hispanic Consultant	\$9,750	Invoice must provide documentation showing amount CC paid to consultant for work performed
Asian Pacific Islander Consultant	\$9,750	Invoice must provide documentation showing amount CC paid to consultant for work performed
Stakeholder engagement specialist: facilitate listening sessions and empathy interviews of early childhood screening staff, capture modifications and considerations, barriers and challenges and solutions to inform guidance documents;	\$9,750	Invoice must provide documentation showing amount CC paid to consultant for work performed

develop trauma-informed framework for engagement and key research questions with culturally specific research consultants		
Interpretation and translation \$18 per hour @ 2 hours per event x 8 events	\$288	Invoice must provide documentation showing amount CC paid to consultant for work performed
Childcare 1 provider at \$15 per hour for 2 hours per meeting x 8 meetings	\$240	Invoice must provide documentation showing amount CC paid to provider for work performed
Meeting space rental - \$50 per space per meeting for 8 meetings	\$400	Invoice must provide documentation showing amount CC paid for space
Food snacks for meetings - \$150 per event for 8 meetings	\$1,200	Gift cards are not allowed
Accessibility technology and in person needs	\$3,000	Invoice must provide documentation showing amount CC paid to consultant for work performed
Administrative supports (contract and legal services, human resources and finance)	\$15,000	Invoice must provide documentation showing amount paid if contracted services or payroll expenses supporting expenditures
Total Budget	\$186,340	

Stipend to members participating in the study/research are not allowed. Gift cards are not allowed.

CC should direct billing questions to Accounts Payable, David Douglas School District, Business Office, 11300 NE Halsey St., Portland, OR 97220, (503) 261-8220, accounts_payable@ddouglas.k12.or.us. Invoices with supporting documentation should be submitted **at least quarterly** to accounts_payable@ddouglas.k12.or.us. **Invoices for work completed by June 30th must be submitted NO LATER THAN JULY 15 OF THAT YEAR.**

**EXHIBIT 3
CC INSURANCE REQUIREMENTS**

CC shall at all times maintain in force, at CC's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. CC and all subcontractors of CC with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required by DISTRICT Not required by DISTRICT

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required by DISTRICT Not required by DISTRICT

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by DISTRICT Not required by DISTRICT

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. CC shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. CC's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. CC shall furnish a current Certificate(s) of Insurance to the DISTRICT prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the CC's insurer to the DISTRICT. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the DISTRICT, its agents, officers, and employees are Additional Insureds with respect to CC's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the DISTRICT.

In Lieu of Insurance. In lieu of the insurance policies required by this Section, AGENCY may provide coverage through self-insurance or a self-insured retention plus insurance. If AGENCY elects to provide such coverage, it must do so in an amount and with coverage at least equal to the requirements of this Section in a form acceptable to the DISTRICT. AGENCY shall provide proof of self-insurance to DISTRICT before this Contract takes effect and thereafter upon request by the DISTRICT. AGENCY shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the coverage without 30 days' written notice from the AGENCY to DISTRICT. DISTRICT will provide proof of insurance coverage to AGENCY.