

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval for Agreement #9574 an Intergovernmental Agreement
between Clackamas County Health Centers Division (CCHCD) and
Clackamas County Housing Authority (CCHA) for a housing development partnership.**

Purpose/Outcomes	Provides Clackamas County Housing Authority (CCHA) a loan to pay the unpaid portion of the Deferred Owner Fee to secure the property from Pleasant Street Housing, LLC.
Dollar Amount and Fiscal Impact	CHC is loaning \$300,000 from its fund balance. No County General Funds are involved. No matching funds required.
Funding Source	Clackamas County Health Centers Division (CCHCD)
Duration	Effective upon signature and maturity date of seven (7) years from execution.
Previous Board Action	No previous Board action.
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. It was approved on January 13, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9574

BACKGROUND:

CCHCD of the Health, Housing and Human Services Department requests the approval of Agreement #9574 to an Intergovernmental agreement with CCHA for the purpose of providing a loan for a housing development partnership.

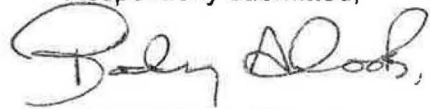
CCHA executed an option agreement with Pleasant Street Housing, LLC, an Oregon limited liability company, and the owner of certain real property commonly described as Clayton Mohr Commons, a housing development for chronically homeless and low-income veterans and their families located at 314 Pleasant Street, Oregon City, OR 97045. CCHCD intends to loan CCHA the funds needed to pay Pleasant Street Housing LLC for the unpaid portion of the Deferred Owner Fee.

This is a revenue contract for CCHCD. The total amount of the agreement is \$300,000 with a maturity date of seven (7) years from the effective date. The loan shall bear interest at the rate of two percent (2%) per year, compounded annually. No County General Funds are involved. The Agreement is effective upon signature and will mature seven (7) years from then.

RECOMMENDATION:

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

Respectfully submitted,

 Kelly Alford, HHS Deputy / For

Richard Swift, Director
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**

#9574

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the Housing Authority of Clackamas County ("Agency"), a public corporation organized under ORS Chapter 456, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The Agency executed an option agreement with Pleasant Street Housing LLC, an Oregon limited liability company, and the owner of certain real property commonly described as Clayton Mohr Commons, a housing development for chronically homeless and low-income veterans and their families, and located at 314 Pleasant Street, Oregon City, OR 97405. The option agreement dated January 15th, 2019 provides the Agency the option to purchase the project after completion of construction, lease up, and stabilization have occurred.

The County, by and through its Health Centers Division, intends to loan the Agency \$300,000 to pay Pleasant Street Housing LLC for the unpaid portion of the Deferred Owner Fee.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution by both parties (the "Effective Date"), and shall expire upon the completion of each and every obligation of the Parties set forth herein, or upon maturity of the loan described in Subsection 2 of this Agreement, whichever is sooner.
2. **Loan terms.** The County hereby loans Agency, from available and authorized funds, a principal sum of three hundred thousand dollars (\$300,000), subject to the following terms and conditions:
 - A. The loan shall bear interest at the rate of two percent (2%) per year, compounded annually;
 - B. The maturity date of the loan is seven (7) years from the Effective Date of this Agreement;
 - C. Payments of principal and interest shall be made monthly until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal.
 - D. Each payment, as shown in Exhibit A – Loan Payment Schedule, shall be due on or before the 1st of the month following the calendar month to which the payment

relates. The first payment shall be due on or before the 1st of the month following the Effective Date of this Agreement.

- E. No late fees or charges will be assessed against Agency.
- F. No default interest will accrue against Agency.
- G. If any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from each Party shall meet and diligently attempt in good faith to resolve the Dispute for a period of fourteen (14) Days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation during such 14-Day period, the matter shall be referred to the Parties' respective boards for review and to attempt to resolve the Dispute.

3. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

4. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not 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.

- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

6. **Insurance** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
7. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- A. Deborah Cockrell or their designee will act as liaison for the County.

Contact Information:

Deborah Cockrell

Public Services Building, Floor 3
2051 Kaen Rd,
Oregon City, OR 97045
503-742-5325
dcockrell@clackamas.us

Jill Smith or their designee will act as liaison for the Agency.

Contact Information:

Jill C. Smith

Director of Housing and Housing Services
Health, Housing and Human Services, (H3S)
Clackamas County
13900 S. Gain Street
Oregon City, OR 97045
503 742-5336
JSmith6@clackamas.us

8. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint

venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement 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. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in Sections 3, 5, and 8 (A), (C), (D), (E), (F), (G), (H), (J), (O), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- R. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency

agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.


- S. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Housing Authority of Clackamas County

Jim Bernard, Chair,
Board of County Commissioners



Jill Smith, Director
Housing Authority

Date



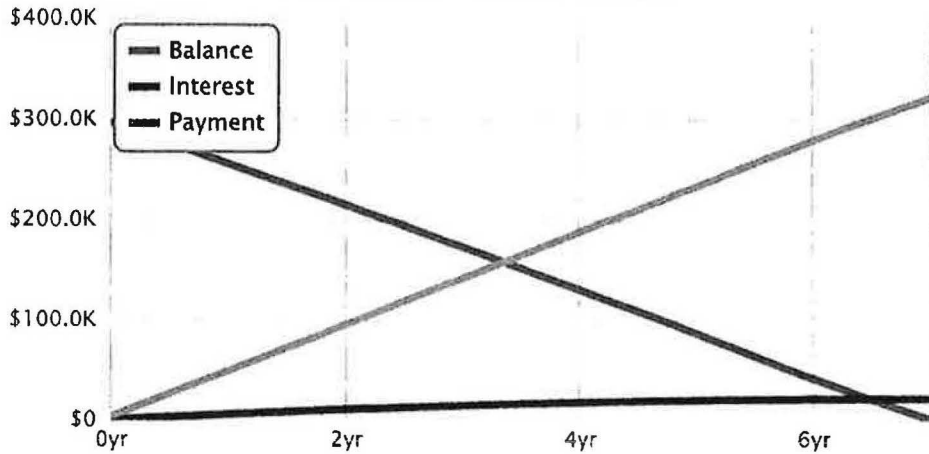
Date

**EXHIBIT A
LOAN PAYMENT SCHEDULE**

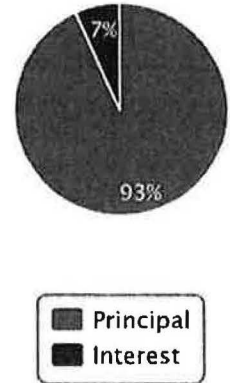
Amortization Calculator

Loan Amount	<input type="text" value="300000"/>	Monthly Pay: \$3,830.23
Loan Term	<input type="text" value="7"/> years	
Interest Rate (APR)	<input type="text" value="2"/>	
Calculate <input type="button" value=""/>		Total of 84 Loan Payments \$321,739.36
		Total Interest \$21,739.36

Loan Amortization Graph



Payment Breakdown



Monthly Amortization Schedule

	Beginning Balance	Interest	Principal	Ending Balance
1	\$300,000.00	\$500.00	\$3,330.23	\$296,669.77
2	\$296,669.77	\$494.45	\$3,335.78	\$293,333.99
3	\$293,333.99	\$488.89	\$3,341.34	\$289,992.65
4	\$289,992.65	\$483.32	\$3,346.91	\$286,645.74
5	\$286,645.74	\$477.74	\$3,352.49	\$283,293.25
6	\$283,293.25	\$472.16	\$3,358.07	\$279,935.18
7	\$279,935.18	\$466.56	\$3,363.67	\$276,571.50
8	\$276,571.50	\$460.95	\$3,369.28	\$273,202.23
9	\$273,202.23	\$455.34	\$3,374.89	\$269,827.33
10	\$269,827.33	\$449.71	\$3,380.52	\$266,446.81
11	\$266,446.81	\$444.08	\$3,386.15	\$263,060.66
12	\$263,060.66	\$438.43	\$3,391.80	\$259,668.87
		year 1 end		
13	\$259,668.87	\$432.78	\$3,397.45	\$256,271.42
14	\$256,271.42	\$427.12	\$3,403.11	\$252,868.31

15	\$252,868.31	\$421.45	\$3,408.78	\$249,459.52
16	\$249,459.52	\$415.77	\$3,414.46	\$246,045.06
17	\$246,045.06	\$410.08	\$3,420.15	\$242,624.90
18	\$242,624.90	\$404.37	\$3,425.86	\$239,199.05
19	\$239,199.05	\$398.67	\$3,431.56	\$235,767.48
20	\$235,767.48	\$392.95	\$3,437.28	\$232,330.20
21	\$232,330.20	\$387.22	\$3,443.01	\$228,887.18
22	\$228,887.18	\$381.48	\$3,448.75	\$225,438.43
23	\$225,438.43	\$375.73	\$3,454.50	\$221,983.93
24	\$221,983.93	\$369.97	\$3,460.26	\$218,523.67
year 2 end				
25	\$218,523.67	\$364.21	\$3,466.02	\$215,057.65
26	\$215,057.65	\$358.43	\$3,471.80	\$211,585.85
27	\$211,585.85	\$352.64	\$3,477.59	\$208,108.26
28	\$208,108.26	\$346.85	\$3,483.38	\$204,624.88
29	\$204,624.88	\$341.04	\$3,489.19	\$201,135.69
30	\$201,135.69	\$335.23	\$3,495.00	\$197,640.68
31	\$197,640.68	\$329.40	\$3,500.83	\$194,139.85
32	\$194,139.85	\$323.57	\$3,506.66	\$190,633.19
33	\$190,633.19	\$317.72	\$3,512.51	\$187,120.68
34	\$187,120.68	\$311.87	\$3,518.36	\$183,602.32
35	\$183,602.32	\$306.00	\$3,524.23	\$180,078.09
36	\$180,078.09	\$300.13	\$3,530.10	\$176,547.99
year 3 end				
37	\$176,547.99	\$294.25	\$3,535.98	\$173,012.01
38	\$173,012.01	\$288.35	\$3,541.88	\$169,470.13
39	\$169,470.13	\$282.45	\$3,547.78	\$165,922.35
40	\$165,922.35	\$276.54	\$3,553.69	\$162,368.66
41	\$162,368.66	\$270.61	\$3,559.62	\$158,809.04
42	\$158,809.04	\$264.68	\$3,565.55	\$155,243.49
43	\$155,243.49	\$258.74	\$3,571.49	\$151,672.00
44	\$151,672.00	\$252.79	\$3,577.44	\$148,094.56
45	\$148,094.56	\$246.82	\$3,583.41	\$144,511.15
46	\$144,511.15	\$240.85	\$3,589.38	\$140,921.77
47	\$140,921.77	\$234.87	\$3,595.36	\$137,326.41
48	\$137,326.41	\$228.88	\$3,601.35	\$133,725.06
year 4 end				
49	\$133,725.06	\$222.88	\$3,607.35	\$130,117.70
50	\$130,117.70	\$216.86	\$3,613.37	\$126,504.34
51	\$126,504.34	\$210.84	\$3,619.39	\$122,884.95
52	\$122,884.95	\$204.81	\$3,625.42	\$119,259.52
53	\$119,259.52	\$198.77	\$3,631.46	\$115,628.06

54	\$115,628.06	\$192.71	\$3,637.52	\$111,990.54
55	\$111,990.54	\$186.65	\$3,643.58	\$108,346.96
56	\$108,346.96	\$180.58	\$3,649.65	\$104,697.31
57	\$104,697.31	\$174.50	\$3,655.73	\$101,041.57
58	\$101,041.57	\$168.40	\$3,661.83	\$97,379.75
59	\$97,379.75	\$162.30	\$3,667.93	\$93,711.82
60	\$93,711.82	\$156.19	\$3,674.04	\$90,037.77

year 5 end

61	\$90,037.77	\$150.06	\$3,680.17	\$86,357.60
62	\$86,357.60	\$143.93	\$3,686.30	\$82,671.30
63	\$82,671.30	\$137.79	\$3,692.44	\$78,978.86
64	\$78,978.86	\$131.63	\$3,698.60	\$75,280.26
65	\$75,280.26	\$125.47	\$3,704.76	\$71,575.50
66	\$71,575.50	\$119.29	\$3,710.94	\$67,864.56
67	\$67,864.56	\$113.11	\$3,717.12	\$64,147.43
68	\$64,147.43	\$106.91	\$3,723.32	\$60,424.12
69	\$60,424.12	\$100.71	\$3,729.52	\$56,694.59
70	\$56,694.59	\$94.49	\$3,735.74	\$52,958.85
71	\$52,958.85	\$88.26	\$3,741.97	\$49,216.89
72	\$49,216.89	\$82.03	\$3,748.20	\$45,468.68

year 6 end

73	\$45,468.68	\$75.78	\$3,754.45	\$41,714.24
74	\$41,714.24	\$69.52	\$3,760.71	\$37,953.53
75	\$37,953.53	\$63.26	\$3,766.97	\$34,186.55
76	\$34,186.55	\$56.98	\$3,773.25	\$30,413.30
77	\$30,413.30	\$50.69	\$3,779.54	\$26,633.76
78	\$26,633.76	\$44.39	\$3,785.84	\$22,847.92
79	\$22,847.92	\$38.08	\$3,792.15	\$19,055.77
80	\$19,055.77	\$31.76	\$3,798.47	\$15,257.30
81	\$15,257.30	\$25.43	\$3,804.80	\$11,452.50
82	\$11,452.50	\$19.09	\$3,811.14	\$7,641.35
83	\$7,641.35	\$12.74	\$3,817.49	\$3,823.86
84	\$3,823.86	\$6.37	\$3,823.86	\$0.00

year 7 end

by Calculator.net

February 6th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Agreement with
Oregon Department of Education, Early Learning Division for Healthy Families Oregon

Purpose/Outcome	Healthy Families programming includes screening and home visiting services to high risk families initiated prenatally and at the time of birth through the child's third birthday to promote healthy child development and reduce the risk of child abuse and neglect. Services to be provided under this contract include educating parents on how to recognize and respond to their baby's cues and needs at every developmental stage; modeling positive parent-child interaction that promotes healthy brain development; educating parents on the importance of immunizations and well-baby checks; connecting parents and children to medical providers; screening for maternal depression and child developmental delays; teaching parents positive discipline techniques; and connecting parents to community resources.
Dollar Amount and Fiscal Impact	Grant Agreement awards Clackamas County \$1,700,717.58 No County General Fund involved and no match required.
Funding Source	State of Oregon, Department of Education Early Learning Division Grant Agreement #12573 State of Oregon General Fund (\$1,346,757.58) Title IV-B2 Catalog of Federal Award No. 93.556 (\$169,960) Title XIX Catalog of Federal Award No.93.778 (\$184,000)
Duration	Effective date October 1, 2019 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel and Risk Management have reviewed and approved this document. Date of counsel review and approval: 11/25/19 Date of Risk Management review and approval: 1/22/2020
Contact Person	Korene Mather 503-650-3339
Contract No.	H3S9597

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Revenue Grant Agreement for Healthy Families Oregon (HFO) services. HFO is an evidence-based, voluntary, home visiting program nationally accredited by Health Families America. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

Healthy Families. Strong Communities.

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

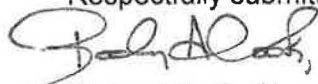
www.clackamas.us

This Grant Agreement is for \$1,700,717.58. It has been reviewed by County Counsel and County Risk Management.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy Director/For

Richard Swift, Director
Health, Housing & Human Services

STATE OF OREGON GRANT AGREEMENT

Grant No. 12573

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.723, 417.795, and OAR 414-525-0005, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The mission of Agency’s Early Learning Division (“ELD”) is to support all of Oregon’s young children and families to learn and thrive. ELD values equity, making a positive impact for children and families, dedication, integrity, and collective wisdom to benefit Oregon children and families.

Healthy Families Oregon (“HFO”) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (“HFA”). HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

The purpose of this Grant is to engage Grantee to implement the HFO program according to the HFA best practice standards (“BPSs”); ELD’s HFO Program, Policy, and Procedure Manual (“PPPM”); and standards set forth in ORS 417.795 and OAR 414-525-0005 through 0015 (collectively, the “Guidelines”). The BPSs and PPPM are available to Grantee at <https://www.dropbox.com/sh/d6axce4hgy3ozou/AAB3luYo8NusbxqzAlguVYDPa?dl=0> or <https://oregonearlylearning.com/healthy-families-oregon#ta3> and may be accessed by the password “oregonlearning.”

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of October 1, 2019 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Dawn Baker
 700 Summer Street NE, Suite 300, Salem, OR 97301
 Phone: 503-947-0652
dawn.baker@state.or.us

4.2 Grantee’s Grant Manager is:

Chelsea Hamilton
 619 Madison St., Suite 100, Oregon City, OR 97045
 Phone: 503-650-5678
chamilton@co.clackamas.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending September 30, 2021 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,700,717.58 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund and Other Funds appropriations and with federal funds provided to Agency under the Title IV-B2 of the federal Social Security Act for promoting safe and stable families as set forth below (“Funding Source”):

Source	10/1/2019 – 6/30/2021	7/1/2021 – 9/30/2021	Total
General Fund/ Other Funds for HFO Services	\$1,178,412.88	\$168,344.70	\$1,346,757.58
Federal Title IV-B2 for Family Support	\$148,715.00	\$21,245.00	\$169,960.00
Medicaid pass- through funding from Oregon Health Authority	\$161,000.00	\$23,000.00	\$184,000.00
Grand Total	\$1,488,127.88	\$212,589.70	\$1,700,717.58

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a unit of local government duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal,

valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 16, 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 Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free

license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the

recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** To the extent allowed by law, Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the willful misconduct or negligent acts or omissions of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 **Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 **Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this

Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit C (Federal Terms and Conditions)
- Exhibit A (the "Project")
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____ Date _____

Clackamas County

By: _____ Date _____
 Authorized Signature

 Printed Name Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes via email _____ Date October 31, 2019
 Senior Assistant Attorney General

February 6th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement Amendment #1
with Northwest Family Services to provide Evidence-based Parenting Education Classes

Purpose/Outcome	Northwest Family Services will provide English and Spanish evidence-based parent education class series to Clackamas County parents of children ages birth to 16 years. This amendment replaces one English class series of Active Parenting Now with one class series of Strengthening Families Program (SPF)
Dollar Amount and Fiscal Impact	Amendment adds \$4,709.78 for a contract total of \$40,067.78. This Amendment if funded with County General Funds.
Funding Source	Oregon Community Foundation (\$17,838) Oregon State University for its College of Public Health (\$17,520) County General Fund (\$4,709.78)
Duration	August 1, 2019 to June 30, 2020
Previous Board Action/Review	072519-A3
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	Korene Mather 503-650-3339
Contract No.	CFCC 9360

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement Amendment #1 with Northwest Family Services to provide three English and three Spanish evidence-based parent education classes to 48 parents of children ages birth to 16 years. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness. Research shows that youth participating in the Strengthening Families Program have significantly lower rates of alcohol, tobacco and marijuana use compared to non-attending youth.

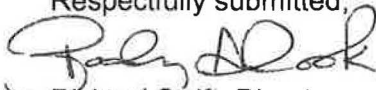
This Amendment is funded with County General Funds. This Amendment becomes effective upon signature by all parties for services starting on January 1, 2020 and terminating on June 30, 2020. This Agreement adds \$4,709.78 for a maximum value of \$40,067.78.

RECOMMENDATION:

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

Healthy Families. Strong Communities.

Respectfully submitted,

 HHS DEPUTY / FOR

Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Recipient Agreement Number: 9362

Board Order Number: 072519-A3

Department/Division: H3S-CFCC (formerly CYF)

Amendment No. 1

Local Recipient: Northwest Family Services

Amendment Requested By: Korene Mather

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and changes the scope of service to replace a 6-week Active Parenting Now class with a 7-week Strengthening Families parenting class.

Maximum compensation is increased by \$4,709.78 for a revised maximum of \$40,067.78. It becomes effective January 1, 2020 and terminates June 30, 2020.

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. SUBRECIPIENT will conduct one Spanish class series of each of the following, Paternidad Activa-4a, Paternidad Activa de Adolescentes and Abriendo Puertas. Classes must target families with children 6 to 12 years old, 11 to 16 years old and birth to 6 years old respectively. SUBRECIPIENT will also conduct one English class series of Active Parenting Now, Active Parenting Teens and Incredible Years. Classes must target families with children 6 to 12 years old, 11 to 16 years old, and birth to 6 years old respectively.

REPLACE WITH:

1. SUBRECIPIENT will conduct one Spanish class series of each of the following, Paternidad Activa-4a, Paternidad Activa de Adolescentes and Abriendo Puertas. Classes must target families with children 6 to 12 years old, 11 to 16 years old and birth to 6 years old respectively. SUBRECIPIENT will also conduct one English class series of ***Strengthening Families Program***, Active Parenting Teens and Incredible Years. Classes must target families with children ***10 to 14*** years old, 11 to 16 years old, and birth to 6 years old respectively.

AMEND:

4. Grant Funds. The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (\$17,838) and Oregon State University for its College of Public Health and Human Sciences (\$17,520). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$35,358.

REPLACE WITH:

4. Grant Funds. The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (\$17,838) and Oregon State University for its College of Public Health and Human Sciences (\$17,520) and ***Clackamas County General Fund (\$4709.78)***. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is ***\$40,067.78***.

REPLACE:

Exhibit B: Budget

WITH

Exhibit B: Budget			
Contractor: Northwest Family Services		OPEC Amend 1	
Program: OPEC Parenting Education			
Address: 6200 SE King Rd Portland, OR 97222			
Contact Person: Samantha Furlow	Contract #:	9362	
Phone Number: 503-421-7122	Contract Term:		
E-mail: sfurlow@nwfs.org			
Budget Category	Budget	Match	
<u>Personnel</u>			
Parenting Educators (Abriendo/IY)	\$ 3,000.00	No Match Required on this Agreement	
Parenting Educators (Active Parenting Now)	\$ 2,625.00		
Parenting Educators (SPF)	\$ 2,625.00		
Program Director & Admin (APN)	\$ 450.00		
Program Director & Admin (Abriendo/IY)	\$ 550.00		
Program Director & Admin (SPF)	\$ 150.00		
Child care staff (Abriendo/IY)	\$ 2,475.00		
Child care staff (APN)	\$ 2,025.00		
Child care staff (Clackamas Parenting Together)	\$ 6,000.00		
Child care staff (SPF)	\$ 918.75		
Fringe (APN)	\$ 1,102.50		
Fringe (Abriendo/IY)	\$ 996.00		
Fringe (SPF)	\$ 831.38		
Total Personnel	\$ 23,748.63		
<u>Administration</u>			
10%	\$ 3,376.00		
Total Administration	\$ 3,376.00		
<u>Program costs</u>			
Curriculum (Active Teen Eng/SPAN)	\$ 1,420.00		
Active Teen Curriculum Training (online)	\$ 537.00		
Meals & Snacks, Food (Abriendo/IY)	\$ 1,650.00		
Meals & Snacks, Food (APN)	\$ 1,350.00		
Meals & Snacks, Food (SFP)	\$ 1,400.00		
Parent Incentives (Abriendo/IY)	\$ 400.00		
Parent Incentives (APN)	\$ 600.00		
Parent Incentives (SPF)	\$ 250.00		
Childcare & Program Supplies (APN)	\$ 1,492.75		
Childcare & Program Supplies (Abriendo/IY)	\$ 2,123.00		
Childcare & Program Supplies (SFP)	\$ 300.00		
Mileage (APN)	\$ 243.60		
Mileage (Abriendo/IY)	\$ 243.60		
Mileage (SFP)	\$ 81.20		
Bus Transportation (SPF)	\$ 315.00		
Staff Training (APN)	\$ 537.00		
Total Program	\$ 12,943.15		
Total Budget	\$ 40,067.78		

REPLACE:

Exhibit D-1: Northwest Family Services – OPEC

WITH:

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due.</i>) 				
Contractor: Northwest Family Services		Contract Number: 9362		
Address: 6200 SE King Rd Portland, OR 97222		Report Period:		
Contact Person: Samantha Furlow				
Contact Info: sfurlow@nwfs.org		OPEC		
Term: 89/1/19-6/30/202		Amend 1		
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Personnel				
Parenting Educators (Abriendo/IY)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Parenting Educators (Active Parenting Now)	\$ 2,625.00	\$ -	\$ -	\$ 2,625.00
Parenting Educators (SPF)	\$ 2,625.00	\$ -	\$ -	\$ 2,625.00
Program Director & Admin (APN)	\$ 450.00	\$ -	\$ -	\$ 450.00
Program Director & Admin (Abriendo/IY)	\$ 550.00	\$ -	\$ -	\$ 550.00
Program Director & Admin (SPF)	\$ 150.00	\$ -	\$ -	\$ 150.00
Child care staff (Abriendo/IY)	\$ 2,475.00	\$ -	\$ -	\$ 2,475.00
Child care staff (APN)	\$ 2,025.00	\$ -	\$ -	\$ 2,025.00
Child care staff (Clackamas Parenting Together)	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Child care staff (SPF)	\$ 918.75	\$ -	\$ -	\$ 918.75
Fringe (APN)	\$ 1,102.50	\$ -	\$ -	\$ 1,102.50
Fringe (Abriendo/IY)	\$ 996.00	\$ -	\$ -	\$ 996.00
Fringe (SPF)	\$ 831.38	\$ -	\$ -	\$ 831.38
	\$ 23,748.63	\$ -	\$ -	\$ 23,748.63
Administration				
10%	\$ 3,376.00	\$ -	\$ -	\$ 3,376.00
	\$ 3,376.00	\$ -	\$ -	\$ 3,376.00
Program costs				
Curriculum (Active Teen Eng/Span)	\$ 1,420.00	\$ -	\$ -	\$ 1,420.00
Active Teen Curriculum Training (online)	\$ 537.00	\$ -	\$ -	\$ 537.00
Meals & Snacks, Food (Abriendo/IY)	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Meals & Snacks, Food (APN)	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00
Meals & Snacks, Food (SPF)	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
Parent Incentives (Abriendo/IY)	\$ 400.00	\$ -	\$ -	\$ 400.00
Parent Incentives (APN)	\$ 600.00	\$ -	\$ -	\$ 600.00
Parent Incentives (SPF)	\$ 250.00	\$ -	\$ -	\$ 250.00
Childcare & Program Supplies (APN)	\$ 1,492.75	\$ -	\$ -	\$ 1,492.75
Childcare & Program Supplies (Abriendo/IY)	\$ 2,123.00	\$ -	\$ -	\$ 2,123.00
Childcare & Program Supplies (SPF)	\$ 300.00	\$ -	\$ -	\$ 300.00
Mileage (APN)	\$ 243.60	\$ -	\$ -	\$ 243.60
Mileage (Abriendo/IY)	\$ 243.60	\$ -	\$ -	\$ 243.60
Mileage (SFP)	\$ 81.20	\$ -	\$ -	\$ 81.20
Bus Transportation (SFP)	\$ 315.00	\$ -	\$ -	\$ 315.00
Staff Training (APN)	\$ 537.00	\$ -	\$ -	\$ 537.00
	\$ 12,943.15	\$ -	\$ -	\$ 12,943.15
Total Budget	\$ 40,067.78	\$ -	\$ -	\$ 40,067.78
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>				

REPLACE:

Exhibit A-2: Work Plan and Quarterly Report

WITH

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2019-2020**

Provider: Northwest Family Services - NWFS
 Activity: **Parent Education – Parenting mini grant**
 Contact: Rose Fuller | rfuller@nwfs.org | 503.546.6377
 Samantha Furlow | sfuller@nwfs.org | 503.421.7122
 Contract Period: August 1, 2019 - June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Paternidad Activa 4a (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 6 to 12 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							

Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Paternidad Activa de Adolescentes (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 11 to 16 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
% Successful							

ADDITIONAL REQUIREMENTS

Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
% Successful							
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered		Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one English class series of Incredible Years (total of 12	75% of participants in English-speaking	# sessions offered during the quarter					
		# of parents attending at least one class:					

sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in English speaking Parent Education classes will attend at least 70% of the 12 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	Average # of parents at each class:					
	# of parents attending at least 70% of class sessions offered: (measured at series end)					
	Average # of children in childcare each night:					
	# of families with DHS involvement					
	# Assessed with PSL					
	# Successful based on PSL					
	% Successful					

ADDITIONAL REQUIREMENTS						
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool	July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	TOTAL
By June 30, 2020, conduct one English class series of Strengthening Families Program 10-14 (total of 7 sessions), with a minimum of 8 unduplicated parents, and 8 unduplicated youth per series. Classes must	75% of parent participants in English-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of youth participants in English-speaking Parenting Education classes will	# sessions offered during the quarter				
		# of parents attending at least one class:				
		# of youth attending at least one class:				
		Average # of parents at each class:				
		Average # of youth at each class:				
		# of parents attending at least 70% of class sessions offered: (measured at series end)				

target families with children 10 to 14 years old.	report an increase in quality of parent/youth & youth/peer interactions as measured by Youth Exit Survey.	# of youth attending at least 70% of class sessions offered: (measured at series end)						
	75% of participants in English speaking Parent Education classes will attend at least 70% of the 7 sessions offered.	Average # of children in childcare each night:						
		# of families with DHS involvement						
		# Parents Assessed with PSL						
		# Successful based on PSL						
		% Parent Successful						
		# Youth Assessed with Exit Survey						
		# Successful based on Exit Survey						
% Youth Successful								
ADDITIONAL REQUIREMENTS								
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:						

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan/March 3 rd Quarter	Apr/May 4 th Quarter	Total
By June 30, 2020, conduct one English class series of Active Parenting Teens (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 11 to 16 years old.	75% of participants in English-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in English speaking Parent Education classes will attend at least 70% of the 6 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					

	Measured by Parenting Skills Ladder survey, facilitator observations	# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					

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

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

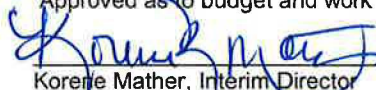
Dated: 1.23.20

Signing on behalf of the Board:

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

Dated: _____

Approved as to budget and work plan:

 1/24/2020
Korene Mather, Interim Director
Children, Family & Community Connections

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with The Mental Health & Addictions
Association of Oregon for Older Adult Peer Support Services

Purpose/Outcomes	Provides peer support services for older adults in Clackamas County, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$155,991.03.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	Previous Agreements reviewed and approved by the Board on April 20 and August 24, 2017.
Counsel Review	Contract reviewed and approved January 9, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9403

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Older Adult Peer Support Services. Services support Clackamas County residents, sixty-five (65) years and older, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues. MHA AO has provided these services for over three years, with previous Agreements having been approved by the Board on April 20, 2017 and August 24, 2017.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

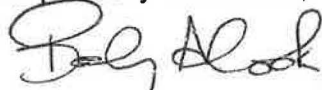
This Contract is effective July 1, 2019 and continues through June 30, 2021. The maximum value of the Contract is \$155,991.03.

This Agreement is retroactive due to prolonged budget negotiations. MHAAO has provided ongoing services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy / For

Richard Swift, Director
Health, Housing & Human Services Department

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-026	
Project Name: Older Adult A&D Peer Support Behavioral Health Number: 9403 Project Number: 36060 – Community Mental Health Block Grant (CFDA 93.958)	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division (“COUNTY”), and <u>The Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon</u> (“SUBRECIPIENT”), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Ke`ala Adolpho	Program Supervisor: Naomi Caster
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5951 NCaster@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Sunny Briscoe	Program Representative: Janie Gullickson
Mental Health & Addictions Association of Oregon 10373 NE Hancock Street, Suite 106 Portland, OR 97220 (503) 922-2377 x101 sbriscoe@mhaoforegon.org	Mental Health & Addictions Association of Oregon 10373 NE Hancock Street, Suite 106 Portland, OR 97220 (503) 922-2377 x104 jgullickson@mhaoforegon.org
DUNS: 143363781	

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide

financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, SUBRECIPIENT is an inclusive 501(c)(3) organization with more than 36 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

THEREFORE, the parties seek to provide **peer support services** for Clackamas County residents **older adults at risk of substance use and/or addiction or in alcohol and drug recovery** through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in attached **Exhibit A: Subrecipient Scope of Work**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$155,991.03**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance**

Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

- 4.1. **Federal Funds:** \$149,161.87 in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
- 4.2. **Other Funds:** \$6,829.16 in other funds are provided for funding of other items in the program budget.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a

- direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use its federal *de minimis* indirect cost rate of **10%** for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
 - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Performance Reporting** for each period (monthly, quarterly, and final) during the term of this Agreement.
 - k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
 - l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
 - m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of

this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement No. 159159, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CRF Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient 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.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit J: Insurance**.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

Mental Health & Addiction Association of Oregon – Older Adult A&D Peer Support
Subrecipient Grant Agreement – 20-026 (#9403)
Page 10 of 48

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- | | | |
|-------------------------------------|-----------|---|
| <input checked="" type="checkbox"/> | Exhibit A | Subrecipient Scope of Work |
| <input checked="" type="checkbox"/> | Exhibit B | Subrecipient Program Budget |
| <input checked="" type="checkbox"/> | Exhibit C | Lobbying Certificate |
| <input checked="" type="checkbox"/> | Exhibit D | Required Financial Reporting and Reimbursement Request |
| <input checked="" type="checkbox"/> | Exhibit E | Performance Reporting |
| <input checked="" type="checkbox"/> | Exhibit F | Final Financial Report |
| <input checked="" type="checkbox"/> | Exhibit G | CMHP Required Federal Terms and Conditions |
| <input checked="" type="checkbox"/> | Exhibit H | CMHP Required Provider Agreement Provisions |
| <input checked="" type="checkbox"/> | Exhibit I | CMHP Service Element |
| <input checked="" type="checkbox"/> | Exhibit J | Insurance |
| <input checked="" type="checkbox"/> | Exhibit K | Qualified Service Organization Business Associate Agreement |

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**THE MENTAL HEALTH ASSOCIATION OF
OREGON DBA MENTAL HEALTH &
ADDICTION ASSOCIATION OF OREGON**

CLACKAMAS COUNTY

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

Authorized Signature

Printed Name

Date

Signing on Behalf of the Board:

Street Address

Richard Swift, Director
Health, Housing and Human Services Department

City / State / Zip

Date

Phone / Fax

Approved as to Form:

County Counsel

Date

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services

Purpose/Outcomes	Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$703,811.36.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	Previous Agreement reviewed and approved by the Board on February 3, 2015, April 20, 2017, and August 24, 2017.
Counsel Review	Contract reviewed and approved January 9, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9372

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Alcohol and Drug Recovery Peer Delivered Services. Services will support Clackamas County residents at risk of substance use and/or abuse or in alcohol and drug recovery. MHA AO has provided these services for over five years, with previous Agreements having been reviewed and approved by the Board on February 3, 2015, April 20, 2017, and August 24, 2017.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Healthy Families. Strong Communities.

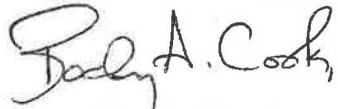
This Contract is effective July 1, 2019 and continues through June 30, 2021. The maximum value of the Contract is \$703,811.36.

This Agreement is retroactive due to prolonged budget negotiations. MHAHO has provided ongoing services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

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

Respectfully submitted,



Jody A. Cook, H3S Deputy IFOI

Richard Swift, Director
Health, Housing & Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-025**

Project Name: ***A&D Peer Support***

Behavioral Health Number: 9372

Project Number: **36063 – Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959)**

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division ("COUNTY"), and **The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon** ("SUBRECIPIENT"), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Ke`ala Adolpho

Program Supervisor: Naomi Caster

Clackamas County – Finance

Clackamas County – Behavioral Health Division

2051 Kaen Road

2051 Kaen Road, Suite 154

Oregon City, OR 97045

Oregon City, OR 97045

(503) 742-5410

(503) 742-5379

KAdolpho@clackamas.us

NCaster@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Sunny Briscoe

Program Representative: Janie Gullickson

Mental Health & Addictions Association of Oregon

Mental Health & Addictions Association of Oregon

10373 NE Hancock Street, Suite 106

10373 NE Hancock Street, Suite 106

Portland, OR 97220

Portland, OR 97220

(503) 922-2377 x101

(503) 922-2377 x104

sbriscoe@mhaoforegon.org

jgullickson@mhaoforegon.org

DUNS: 143363781

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2019-2021;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide

financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, SUBRECIPIENT is an inclusive 501(c)(3) organization with more than 36 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

THEREFORE, the parties seek to provide **peer support services** for Clackamas County residents **at risk of substance use and/or addiction or in alcohol and drug recovery** through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in attached **Exhibit A: Subrecipient Scope of Work**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$703,811.36**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance**

Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$663,629.23** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment (“SAPT”) Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$40,182.13** in other funds are provided for funding of other items in the program budget.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a

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direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: SUBRECIPIENT Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* indirect cost rate of 10% for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: SUBRECIPIENT Program Budget**.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Performance Reporting** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of

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this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement No. 159159, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient 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.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and SUBRECIPIENTs under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

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- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit J: Insurance**.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A SUBRECIPIENT Scope of Work
- Exhibit B SUBRECIPIENT Program Budget
- Exhibit C Lobbying Certificate
- Exhibit D Required Financial Reporting and Reimbursement Request
- Exhibit E Performance Reporting
- Exhibit F Final Financial Report
- Exhibit G CMHP Required Federal Terms and Conditions
- Exhibit H CMHP Required Provider Agreement Provisions
- Exhibit I CMHP Service Element
- Exhibit J Insurance
- Exhibit K Qualified Service Organization Business Associate Agreement

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**THE MENTAL HEALTH ASSOCIATION OF
OREGON DBA MENTAL HEALTH &
ADDICTIONS ASSOCIATION OF OREGON**

CLACKAMAS COUNTY

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

Authorized Signature

Printed Name

Date

Signing on Behalf of the Board:

Street Address

Richard Swift, Director
Health, Housing and Human Services Department

City / State / Zip

Date

Phone / Fax

Approved as to Form:

County Counsel

Date