

DRAFT

Approval of Previous Business Meeting Minutes:
September 26, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, September 26, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Sonya Fischer, Serving as Chair
Commissioner Ken Humberston
Commissioner Jim Bernard – via phone
Commissioner Martha Schrader – via phone

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

■ Roll Call

Commissioner Savas is out of the office and will not be in attendance today. Commissioners Bernard and Schrader will participate in today's Business meeting via phone.

Commissioner Fischer will serve as Chair for today's meeting

■ Pledge of Allegiance

I. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Nancy Eichsteadt, Gladstone — supports the Opsi contract - comments regarding the Gladstone Library.
2. Doug Jones, Oak Grove – supports Opsi contract for the libraries.
3. Ron Campbell, Oak Grove - supports Opsi contract for the libraries.
4. Grover Bornefeld, Jennings Lodge – supports the Opsi contract for libraries.
5. Brainard Brauer, Oregon City – radar feedback signs on Redland Road, and using OLCC model for tobacco retail licensing.

~Board Discussion~ including questions to Greg Williams, Deputy BCS Director regarding the Opsi contact. <https://www.clackamas.us/meetings/bcc/business>

II. CONSENT AGENDA

Chair Fischer asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Bernard: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Fischer: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of Agreement No. 18609 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services, Transportation Reaching People – *Social Services*
2. Approval of Agreement No. 18608 with Ride Connection, Inc. to Provide Funding for Dedicated Dialysis Rides Provided by Social Services, Transportation Reaching People – *Social Services*

3. Approval of Agreement No. 8598 (Urban) & No. 18599 (Rural) with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by both Urban & Rural Community-based Clackamas County Transportation Consortium Members – *Social Services*
4. Approval of Inter-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) – Building Mental Health Services Capacity – *Public Centers*
5. Approval of Amendment No. 2 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as Local Public Health Authority for Clackamas County – *Public Health*
6. Approval of a Service Agreement No. 1770 with Henry Schein for Pediatric Dental Services at the new Gladstone Dental Clinic – *Health Centers via Procurement*
7. Approval of an Amendment to the HOME Loan Agreement with River Glen Renewal Associates, LLC to Rehabilitate the River Glen Apartments in Gladstone – *Community Development*

B. Department of Transportation & Development

1. Approval of a Contract with Kittelson & Associates, Inc. for Design Services for South Ivy Street Pedestrian Intersection Improvements - *Procurement*
2. Approval of a Contract with CivilWorks NW, Inc. for the Aldercrest Road Slide Repair Project - *Procurement*

C Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan - *CCSO*

D Juvenile Department

1. Approval to Accept the Grant Award and Sign the Grant Agreement for the Oregon Criminal Justice Commission Specialty Court Grant Program

E Disaster Management

1. Approval of Memorandum of Agreement between Clackamas County and the Lake Oswego School District for Emergency/Disaster Related Use of Lake Oswego and Lakeridge High Schools

F. Business & Community Services

1. Approval of a Contract with Opsis Architecture, LLP for the Oak Lodge and Gladstone Community Project - *Procurement*

III. WATER ENVIRONMENT SERVICES

1. Approval of a Contract with Pearce Moody Construction Company, LLC for the Sierra Case – West Storm Main Contemporaneous Development - *Procurement*
-

Chair Fischer invited Greg Geist, Water Environment Services Director, to speak about Eric Holfeld. Eric has been a volunteer in Clackamas County for over 13 years. He will be moving out of the County and we want to acknowledge and honor Eric for his dedication and service to Clackamas County and its citizens.

IV. COUNTY ADMINISTRATOR UPDATE - NONE

V. COMMISSIONERS COMMUNICATION - NONE

MEETING ADJOURNED – 10:36 AM

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



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

November 7, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

FY 2019 – 2020 Local Subrecipient Grant Agreement for the Children’s Center of Clackamas County

Purpose/Outcomes	To benefit child abuse victims and their families by providing medical diagnosis and treatment recommendations within Clackamas County and provide law enforcement with necessary information to allow for prosecution.
Dollar Amount and Fiscal Impact	The County will receive \$420,000 from the State of Oregon for child abuse multidisciplinary intervention and these funds will be passed through to the Children’s Center. In addition, the District Attorney has appropriated \$80,000 from the 19-20 budget to be dedicated to the Children’s Center.
Funding Source	State of Oregon, acting by and through OR Dept of Justice and County General Fund.
Duration	Effective July 1, 2019 through June 30, 2020.
Previous Board Action/Review	9/06/18, Item D.2: BCC approved Subrecipient agreement amendment for one year between Clackamas County and The Children’s Center of Clackamas County.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities for children.
Contact Person	Bob Willson, Mgmt. Analyst 2 – District Attorney’s Office – 503-650-3011

BACKGROUND:

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children’s Center, the County’s designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children’s Center is a partner in Clackamas County’s response to child abuse, intervention, prevention, and prosecution. The Children’s Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children’s Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children’s Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached subrecipient grant agreement between Clackamas County and the Children’s Center of Clackamas County as submitted.

Respectfully submitted,

John S. Foote

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CAMI-RSP-2019-ClackamasCo-001	
Program Name: Clackamas County CAMI MDT Program/Project Number:	
This Agreement is between Clackamas County, Oregon , acting by and through its District Attorney’s Office and The Children’s Center of Clackamas County , an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Bouavieng Bounnam	Program Manager: Joan Radonich
Clackamas County Dept. of Finance 2051 Kaen Rd. Oregon City, OR 97045 (503) 742-5422 BBounnam@co.clackamas.or.us	Clackamas County District Attorney 807 Main Street, Rm 7 Oregon City, OR 97045 (503) 655-8431 Jprc5@comcast.net
SUBRECIPIENT Data	
Finance/Fiscal Representative: Leslie Everson, Controller	Program Representative: Amanda Bennett, Administrative Director
The Children’s Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 leslie@childrenscenter.cc	The Children’s Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 amandab@childrenscenter.cc
FEIN: 75-3027143	

RECITALS

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (“MDT”) that is coordinated through each county’s District Attorney’s office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

1. In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (“CAMI”) Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund (“CFAA”). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.
2. The Children’s Center (“SUBRECIPIENT”) is a partner in Clackamas County’s (“COUNTY”) response to child abuse, intervention, prevention and prosecution. SUBRECIPIENT provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors

and others concerned for the welfare of the child. SUBRECIPIENT also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. SUBRECIPIENT also provides mental health crisis intervention and referral, support, education and case management for families in Clackamas County struggling with issues of abuse or neglect.

3. COUNTY received \$471,493 from State of Oregon for fiscal 19-20 for Child Abuse Multi-Disciplinary Intervention (CAMI). Of these funds, \$420,000 are directed by the Clackamas County CAMI MDT to the SUBRECIPIENT, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement (the "Agreement") the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2019-2021 that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746.
4. **Grant Funds.** COUNTY's funding for this Agreement is the CAMI-MDT-2019-ClackamasCo.DAVAP-00017 issued to the COUNTY by the State of Oregon, Department of Justice through their CAMI program and Clackamas County General funds through the District Attorney's Office. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$500,000**.
 - 4.1. **State Funds: \$420,000** in state funds are provided by the State of Oregon, Department of Justice through their CAMI program.
 - 4.2. **Other Funds: \$80,000** in county general funds are provided through the District Attorney's budget.
5. **Disbursements.** Grant funds will be disbursed in after-the-fact, equal quarterly installments as outlined in Exhibit D: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to**

the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses. In accordance with ORS 418.746 (2) the RECIPIENT shall not use the grant funds to replace funds previously allocated by the RECIPIENT for child abuse intervention (i.e. supplanting). Additional guidance can be found at on allowable and unallowable costs are provided in the CAMI grant management handbook. http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Payment.** Routine requests for reimbursement should be submitted quarterly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. Payments for the entirety of this agreement will be made in four (4) equal payments upon receiving quarterly invoices. SUBRECIPIENT must submit a final request for payment no

later than fifteen (15) days after the end date of this Agreement. All requests should be submitted to Clackamas County Finance, Attn: Bouavieng Bounnam, 2051 Kaen Rd, Oregon City OR 97045.

- g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit B: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit C: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the State of Oregon Department of Justice, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.
- l) **Criminal History Verification.** SUBRECIPIENT shall obtain a criminal history record check on any employee, potential employee, contractor, or volunteer working with victims of crime. The criminal record check should be sufficient to indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an individual who may work with victims of crime.

Accordingly, SUBRECIPIENT shall develop policies and procedures to review criminal arrests or convictions of employees, potential employees, contractors, and volunteers. The review will encompass: the severity and nature of the crime, the number of offenses, the time elapsed since occurrence, the circumstances surrounding the crime, the individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior, and the police report confirming the individual's explanation of the crime. Based on the information received, SUBRECIPIENT shall determine if the employee, potential employee, contractor, or volunteer has been convicted of one of the crimes in this Section and whether based upon the conviction, the individual poses a risk to working safely with victims of crime. If SUBRECIPIENT chooses to hire or retain the said individual, SUBRECIPIENT shall confirm the reasons in writing and place this along with all background checks and related information in the personnel file for

permanent retention. Justifications to hire or retain shall address how the individual is presently suitable or able to work with victims of crime in a safe and trustworthy manner.

- m) **Confidentiality.** SUBRECIPIENT expressly agrees to comply with ORS 418.795 (1) and will follow all confidentiality requirements when working with victims of crime.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) 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 Local Contract Review Board (“LCRB”) regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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 in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.

- d) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded 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.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of 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.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or,

(4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

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

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

CLACKAMAS COUNTY, OREGON

The Children's Center of Clackamas County

By: _____
Chair

By: _____
Amanda Bennett, Administrative Director

Dated: _____

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: Performance Reporting
- Exhibit C: Request for Reimbursement

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

The Children's Center of Clackamas County's program is comprised of the following:

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of a child.

Forensic Medical Assessments

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

Forensic Interviewing Services

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

Family Support

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

Community Outreach & Education

Trainings, presentations and resources for local professional and community groups.

Medical Record Reviews

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

Non-Offending Caregiver Support Groups

Support groups for non-offending caregivers of children who have been sexually abused.

Response to Inappropriately Sexualized Kids ("RISK") Outreach

RISK was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

GOALS:

Children's Center Goals, Objectives, Outcomes FY 2019-2020

1. **Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who attend evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

2. **Goal: RISK Outreach**

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families and other community agencies.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Provide outreach, intervention and follow-up to RISK referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to @ 50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training / resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with RISK Team members in providing services to families.	Attend all monthly RISK meetings. Coordinate with community agencies as needed.	Monthly reports of status / outcomes of cases referred to RISK Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes.		

PROJECT:

Clackamas County commitment entails:

Oregon law (ORS 418.746-418.796) requires that every county utilize the MDT that is coordinated through each county's District Attorney's office. (Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds¹ and assign a senior deputy district attorney ("DDA") to chair the MDT. The DDA will ensure that local support is maintained and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Grant Handbook, page 32)

¹ Spending authority remains with the MDT and is strictly tied to the agreed grant budget.(Grant Handbook, page 15)

EXHIBIT B PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

January 15, 2020 for the time frame 7/1/19 – 12/31/19

July 15, 2020 for the time frame 1/1/20 – 6/30/20

(a) Statistical report to include:

a) Number of children referred and seen for medical assessments

b) Number of children referred and seen for advocacy services (protective, intervention, prevention)

c) Number of children referred and seen for treatment services (protective, intervention, prevention)

(b) *Progress Report to include:*

a) Goals, objectives, and outcomes

2. The Recipient must submit a Final Performance Report no later than July 15, 2020.

All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

EXHIBIT C
REQUEST FOR REIMBURSEMENT

Grant disbursements will be made in equal, quarterly installments for the following periods:

- October, 2019 for period ending July 1, 2019 – September 30, 2019
- January, 2020 for period ending October 1, 2019 – December 31, 2019
- April, 2020 for period ending January 1, 2020 – March 31, 2020
- July, 2020 for period ending April 1, 2020 – June 30, 2020

SUBRECIPIENT will submit an invoice for each equal installment by the 15th of the month of the period in question. The final invoice (April-June, 2020) should be received by COUNTY by July 15th, 2020.