

October 8, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval to Amendment #1 to an Intergovernmental Agreement with the
 Oregon Department of Education, Early Learning Division
to Provide Early Learning Hub Services

Purpose/Outcomes	In order to minimize the disruption of services, this agreement extends the current Early Learning Services agreement to December 31, 2015. The Early Learning program provides research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness. An expected outcome associated with this program is an increase in the percentage of children receiving services arriving at kindergarten prepared to learn.
Dollar Amount and Fiscal Impact	The total amended dollar amount is \$701,766.42 which constitutes a \$323,359.42 increase. The increase is to cover expenses for July 1, 2015 through December 31, 2015. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs.
Funding Source	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
Safety Impact	N/A
Duration	Effective upon signature of all parties and terminates on December 31, 2015
Previous Board Action	Original Agreement was approved on April 20, 2015.
Contact Person	Rodney A. Cook, Director 503-650-5677
Contract No.	7106

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval to amendment #1 of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for operation of the Early Learning Hub. Services to be provided under this contract include: Intensive home visiting services, parent training, linkages to positive support groups and primary health care, operation of BabyLink referral service. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically

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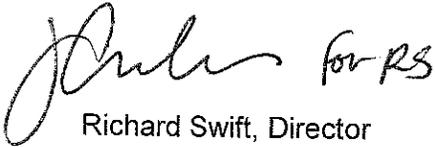
consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.

This amendment is to extend the current agreement through December 31, 2015. This amendment has been reviewed and approved by County Counsel on September 29, 2015.

RECOMMENDATION:

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

Respectfully submitted,

 for RS

Richard Swift, Director

Contract Number DASPS-2351-15

**Amendment to
State of Oregon
Intergovernmental Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This is amendment number 1 to Agreement Number **DASPS-2351-15** (the "Agreement") between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

**Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 650-5678
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hereinafter referred to as "County."

RECITALS

WHEREAS, the State of Oregon, DAS PS conducted a Request for Application (RFA) Process #102-2183-14 for Early Learning Hubs;

WHEREAS, Clackamas County, submitted a response to RFP #102-2183-14;

WHEREAS, Clackamas County was selected as an apparent successful applicant;

WHEREAS, DASPS entered into an Agreement #DASPS-2351-15 with Clackamas County effective April 20, 2015;

WHEREAS, the Agreement expired on June 30, 2015, in accordance with its terms; and

WHEREAS, DASPS and County desire to reinstate the Agreement in its entirety and to amend the Agreement (once reinstated) to extend its effectiveness through December 31, 2015 as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DAS and County hereby reinstate the Agreement in its entirety as of July 1, 2015 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment.
2. The Agreement is hereby amended as follows:

- a. Revise **Section 1. “Effective Date and Duration”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~June 30, 2015~~ **December 31, 2015**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- b. Revise **Section 3. “Consideration”, subsection a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$378,407.00~~ **\$701,766.42** ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- b. Revise **Exhibit A, Part 2., “Payment and Financial Reporting”, Section 1.a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. As consideration of services provided by County during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

From April 2015 through June 30, 2015:

(1) \$103,091.00 per month during the term of the Agreement

From July 1, 2015 through December 31, 2015:

(2) \$39,857.89 per month

~~(2)~~ **(3)** In addition to the amount set forth in subsections (1) and (2) above,

From April 2015 through June 30, 2015:

Up to \$31,134.00 for Great Start Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

Up to \$13,000.00 for Family Support Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

From July 1, 2015 through December 31, 2015:

Up to \$29,310.22 for Great Start Services disbursed on an expense reimbursement basis

Up to \$54,901.86 for Family Support Services disbursed on an expense reimbursement basis

The foregoing funds may only be expended on the delivery of services under this Agreement and the funds made available for Great Start services may only be expended on the delivery of Great Start Services and the funds made available for Family Support Services may only be expended on the delivery of Family Support Services, **each during the indicated periods.**

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS

180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Amendment, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in Section 6 of this Amendment, County Data , is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County is an independent contractor as defined in ORS 670.600.

5. County hereby certifies that the FEIN or SSN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN or SSN within 10 days.

6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

Clackamas County:

By:

Authorized Signature	Title	Date
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State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education, Early Learning Division and the Early Learning Council:

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency: Approved by Mark Williams via email dated 9/25/2015.

Other required Signatures:

Authorized Signature	Title	Date
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