

February 4, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with
Oregon Department of Education, Early Learning
for Home Visiting and Parenting Services

Purpose/Outcomes	Provides Home Visiting Services to stabilize home environment of parents having factors that place their children at risk of abuse and neglect.
Dollar Amount and Fiscal Impact	Contract maximum value is \$222,560.00.
Funding Source	Oregon Department of Education – Oregon Early Learning Division Funds. There is a 25% cash match (\$55,640) requirement associated with this request for proposal. Match is expected to be generated through partnership with the non-profit providing the Healthy Families Home Visiting services.
Duration	Upon signature, Agreement covers the period of October 1, 2015 through December 31, 2015.
Previous Board Action	This request has not previously been referred to the Board.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Rodney Cook, CYF Director 503-650-5677
Contract No.	7552

Background:

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Oregon Department of Education, Early Learning Division.

This IGA provides home visiting service for educating parents on how to recognize and respond to their babies; 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 - among other parenting skills. County is a vendor under this contract.

The IGA is retroactive as the Division did not receive the document from the State in time to process before the effective date. County Counsel reviewed this document on January 19, 2016. At County Counsel's request, a memo between State and County is created to document timing issues and that both parties fully performed their duties under this agreement.

The IGA has a maximum contract value of \$222,560.00. \$187,560 per quarter for basic Healthy Families services and up to \$35,000 for Medicaid Earning disbursed on a reimbursement basis. There is a 25% cash match (\$55,640) requirement associated with this request for proposal. Match is expected to be generated through partnership with the non-profit providing the Healthy Families Home Visiting services. This IGA covers the period of October 1, 2015 through December 31, 2015.

Recommendation:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 5782

**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 Agreement is between the State of Oregon, acting by and through its Department of Education (ODE) on behalf of its Early Learning Division and the Early Learning Council (ELC), and,

**Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 650-5678
Facsimile: (503) 650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division
775 Court Street
Salem, Oregon 97301
Agreement Administrator: Erin Deahn or delegate
Telephone: 503-378-6768
E-mail address: Erin.Deahn@state.or.us**

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) October 1, 2015 or, (ii) when required, the date this Agreement is approved by the Department of Justice. . Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on 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.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: Required Subcontractor Provisions – Reserved
- (8) Attachment 1: Activity Codes

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E and all Attachments.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$222,560.00. 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. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, ODE’s determination is that:

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

5. County Data and Certification.

- a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by ODE or ODE designee.

- b. **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 Agreement, 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 this Section 5., County Data and Certification , 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/>; and
 - (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.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Clackamas County:

By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Department of Education

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency: Approved by David Elott via email dates 10/30/2015

Other required Signatures:

Authorized Signature	Title	Date
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