

March 31, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agency Service Contract with Todos Juntos for  
Kindergarten Readiness Support Services

<b>Purpose/Outcomes</b>	There will be two outcomes resulting from this funding: 1) Provision of Early Childhood PreventNet services to River Mill Elementary School and 2) Kindergarten transition supports to preschool children (ages 3-5 years) in Estacada and Sandy
<b>Dollar Amount and Fiscal Impact</b>	\$68,200 No County General Funds are involved.
<b>Funding Source</b>	Oregon Department of Education-Early Learning Division
<b>Duration</b>	Agency Service Contract ends December 31, 2016
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF 7598

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Todos Juntos to provide Early Childhood PreventNet core services to 15 Estacada underserved children (ages 3-6) to ensure a positive transition into kindergarten and provide after school literacy support to an additional 30 kindergarteners. Both in Estacada and Sandy, these funds will also provide summer kindergarten transition activities to 98 additional children and their parents through Jump Start, Playgroups in the Park and family engagement activities. Activities will focus on assisting children in increasing their self regulation skills and their understanding of how to follow school routines, communicate with others, etc. There will also be a parent component that will focus on supporting parents in assisting their children in learning, connecting parent's to their child's kindergarten staff, and helping them develop a greater understanding of how the school can support them. This program will also be linked to other Early Learning Hub funded programming including family resource coordinators, resource referral services including BabyLink, 211info, and local elementary schools kindergarten transition events.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

**Contract Number CYF 7598**

**CLACKAMAS COUNTY  
AGENCY SERVICES CONTRACT**

This Contract is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called “COUNTY,” and

*Todos Juntos*

**3704 Scenic Drive**

**Salem, Oregon 97302**

**Telephone: (503) 544-1513**

**E-mail address: Eric Johnston [ejtodosjuntos@comcast.net]** hereinafter referred to as “AGENCY.”

Work to be performed under this Contract relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)**

**2051 Kaen Road**

**Oregon City, Oregon 97045**

**Contract Administrator: Korene Mather or delegate**

**Telephone: 503-650-5683**

**E-mail address: Korenemat@clackamas.us**

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this Contract provided in: Exhibit: A - Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit: F Work Plan.
- B. Term. This Contract retroactively covers activities beginning March 1, 2016 through December 31, 2016 and becomes effective when signed by all necessary parties.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit F, attached hereto. Up to a maximum compensation of \$68,200.

AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices as provided for in Exhibit: A – Part 2.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall immediately repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.
- B. Conflict of Terms. When a requirement is listed both in the main boilerplate of the Contract and in an Exhibit, the Exhibit shall take precedence.
- C. Special Federal Requirements – The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

- D. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from the COUNTY.
- E. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

#### IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.
- B. Insurance. During the term of this Contract AGENCY shall maintain in force at its own expense, each insurance as provided for in Exhibit B - Insurance Requirements
- C. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- D. Termination. This Contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this Contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this Contract within the time specified herein or any extension thereof.

5. If AGENCY fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. AGENCY shall:

- (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this Contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this Contract..
- (c) Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this Contract.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded

under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
  5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. The AGENCY will not discriminate against any employee or applicant for employment because of race, color, or national origin. The AGENCY will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of the COUNTY.
- I. Integration. This Contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.
- J. Tax Laws. The AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- K. The AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
  3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
  4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

*[Signature Page Follows]*

This Contract consists of four sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 – Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 – Great Start Program Requirements
- Exhibit D: Part 2 – Family Support Services Program Requirements
- Exhibit D: Part 3 – Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 – School Readiness Program Requirements
- Exhibit D: Part 5 – Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Name (Typed)

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
TIN, FIN or S.S.#

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

\_\_\_\_\_  
Date