

June 29, 2016

Board of County Commissioners  
Clackamas County

Approval of Agency Service Contract with Todos Juntos for  
PreventNet Early Childhood Services

<b>Purpose/Outcomes</b>	There will be two outcomes resulting from this funding: 1) Provision of Early Childhood PreventNet services to Sandy Grade School and 2) Kindergarten transition supports to preschool children (ages 3-5 years) in Sandy
<b>Dollar Amount and Fiscal Impact</b>	\$50,000
<b>Funding Source</b>	County General Fund
<b>Duration</b>	July 1, 2016 through June 30, 2017
<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 7801

**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 Sandy underserved children (ages 3-6) to ensure a positive transition into and/or supports for kindergarten success. Additionally, 40 families will be supported through evidenced-based parent education supports. 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.

Funding for this contract is 100% County General Funds

This contract has been reviewed and approved by County Counsel on June 9, 2016.

**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

**Contract Number CYF 7801**

**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  
PO Box 645  
Canby, Oregon 97013**  
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**

- 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.

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:

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.**

*Eric Johnston*  
 By  
*Eric Johnston*  
 Name (Typed)

Executive Director  
 Title  
6/15/16  
 Date  
PO Box 645  
 Street Address  
Canby OR 97013  
 City/Zip  
503-544-1513  
 Phone Number  
93-130802  
 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*  
 Rodney A. Cook, Director  
 Children, Youth & Families Division

6/21/16  
 Date