



**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/](http://www.co.clackamas.or.us/da/)

9/08/2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for an Amendment - Local Grant Agreement  
Children's Center of Clackamas County

<b>Purpose/Outcomes</b>	The purpose of this amendment is extend the Local Grant Agreement with the Clackamas County Children's Center by one (1) year - from June 30, 2016 to June 30, 2017 in alignment with the award period.
<b>Dollar Amount &amp; Fiscal Impact</b>	The County will receive the sum of \$786,463 from the State of Oregon for child abuse multidisciplinary intervention. \$690,000 of said funds, will be passed through to the Children's Center during 2015-2017. Additionally, the District Attorney has appropriated \$55,000 from his 2016-17 budget allocated to the Children's Center.
<b>Funding Source</b>	State of Oregon and County General Fund
<b>Duration</b>	Effective through June 30, 2017
<b>Previous Board Action/Review</b>	10/29/15 BCC approved Contract
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Bob Willson, Administrative 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 contract amendment between Clackamas County and the Children's Center of Clackamas County as submitted.

Respectfully submitted,

John S. Foote

Subrecipient Agreement Amendment (FY 16-17)

Dept: Clackamas County District Attorney

Board Order Number: October 29, 2015, D.1.

CAMI-MDT-2015-ClackamasCo DAVAP-00030  
Amendment No. 1

Recipient: Clackamas County Children's Center

Amendment Requested By: Brandi Pelham

Changes: ( ) Scope of Service  
( X ) Contract Time

( X ) Contract Budget  
( ) Other:

**Justification for Amendment:** The CAMI Grant Award for the State of Oregon is for a two year biannual budget, July 1, 2015 to June 30, 2017. The purpose of this amendment is to extend the agreement with the Clackamas County Children's Center by one (1) year - from July 1, 2015 through June 30, 2016 to July 1, 2015 through June 30, 2017 - in alignment with the award period. All dates and amounts of funding should be updated for the two year period of the CAMI Grant Award period. Also, the Audit and Insurance sections are updated to the new County standard per Finance and Procurement Departments.

Amend:

1. **Term and Effective Date.** This Agreement shall be effective as of July 1, 2015 and shall expire on July 31, 2016, unless sooner terminated or extended pursuant to the terms hereof.

To Read:

1. **Term and Effective Date.** This Agreement shall be effective as of July 1, 2015 and shall expire on July 31, 2017, unless sooner terminated or extended pursuant to the terms hereof.

Amend:

2. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2015-2016, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.

To Read:

2. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2015-2017, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.

Amend:

4. **Grant Funds.** The maximum not-to-exceed amount that the COUNTY will pay is **\$345,000**. Funding is provided by an issuance from the State of Oregon's Department of Justice through their Child Abuse Multidisciplinary Intervention (CAMI) program (Agreement: CAMI-RSP-2015-ClackamasCo.DAVAP-00006) in the amount of **\$345,000** and Clackamas County general funds in the amount of **\$55,000**.

To Read:

4. **Grant Funds.** The maximum not-to-exceed amount that the COUNTY will pay is **\$690,000**. Funding is provided by an issuance from the State of Oregon's Department of Justice through their Child Abuse Multidisciplinary Intervention (CAMI) program (Agreement: CAMI-MDT-2015-ClackamasCo.DAVAP-00030) in

the amount of **\$690,000** and Clackamas County general funds in the amount of **\$110,000**.

Amend:

9.
  - b) **Budget.** The RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT PROGRAM BUDGET. The RECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.

To Read:

9.
  - b) **Budget.** The RECIPIENT use of funds shall be restricted to those uses outlined in Exhibit B: Eligible Expenses.

Amend:

9.
  - f) **Payment.** The RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D. COUNTY shall not be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: RECIPIENT PROGRAM BUDGET. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.

To Read:

9.
  - f) **Payment.** The RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D. COUNTY shall not

be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: Eligible Expenses. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.

Remove:

9.

- i) **Audit.** The RECIPIENT shall comply with the audit requirements prescribed by State and Federal law. RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit, in accordance with *OMB Circular A-133*. RECIPIENT is required to hire an independent auditor qualified to conduct such audits and submit the audit reports to the COUNTY within 9 months from the RECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

Amend:

11.

- a) 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 \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$100,000 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. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein

To Read:

11.

- a) 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 for non-architectural or

non-engineering professional services in excess of \$50,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$50,000 for non-architectural or non-engineering professional services 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. All direct procurements for non-professional goods and services between \$5,000 and \$75,000 must obtain and document three quotes from different vendors and SUBRECIPIENT agrees to award such procurement contracts based on best value. All other direct procurements must obtain written permission from the COUNTY prior to bid.

- b) COUNTY's performance under State award CAMI-MDT-2015-ClackamasCo.DAVP-00030 is conditioned upon RECIPIENT's compliance with and RECIPIENT shall comply with, the obligations applicable to public contracts under Local Contracting Review Board ("LCRB") rules, which are incorporated by reference herein.

Amend:

12.

b) **Insurance.**

- 4) **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.

To Read:

12.

b) **Insurance.**

- 4) **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, the State of Oregon, its officers, employees and agents" as an additional insureds but only with respect to RECIPIENT's activities to be performed under this Agreement.

Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Amend:

12.

b) **Insurance.**

- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT 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. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

To Read:

12.

b) **Insurance.**

- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT 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. The certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). RECIPIENT shall pay for all deductibles, self-insured retention and self-insurance, if any. **RECIPIENT shall immediately notify COUNTY of any material change in insurance coverage.**

Add:

12.

b) **Insurance.**

- 8) **“Tail” Coverage.** If any of the required professional liability insurance is on a “claims made” basis, RECIPIENT shall either maintain “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Agreement, for a minimum of 24 months following RECIPIENT’s completion and COUNTY’s acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if RECIPIENT elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then RECIPIENT shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. RECIPIENT shall provide to COUNTY or the State of Oregon, upon COUNTY or the State of Oregon’s request, certification of the coverage required under this Agreement.

Amend:

Exhibit A: **RECIPIENT Statement of Program Objectives**  
**BACKGROUND**

Clackamas County receives **\$345,000** from State of Oregon for Child Abuse Multidisciplinary Intervention (CAMI). These funds are directed by the Clackamas County CAMI 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.

To Read:

Exhibit A: **RECIPIENT Statement of Program Objectives**  
**BACKGROUND**

Clackamas County receives **\$786,463.55** from the State of Oregon for Child Abuse Multidisciplinary Intervention (CAMI). Of these funds, **\$690,000** (in equal quarterly payments over two years) are directed by the

Clackamas County CAMI 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.

Amend:

Exhibit A: **RECIPIENT Statement of Program Objectives**

**Goals**

**Children's Center Goals, Objectives, Outcomes FY 2015-2016**

To Read:

Exhibit A: **RECIPIENT Statement of Program Objectives**

**Goals**

**Children's Center Goals, Objectives, Outcomes FY 2015-2017**

Amend:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

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, 2016** for the time frame 7/1/15 – 12/31/15

**July 15, 2016** for the time frame 1/1/16 – 6/30/16

To Read:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

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, 2016** for the time frame 7/1/15 – 12/31/15

**July 15, 2016** for the time frame 1/1/16 – 6/30/16  
**January 15, 2017** for the time frame 7/1/16 – 12/31/16  
**July 15, 2017** for the time frame 1/1/17 – 6/30/17

Amend:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

2. The Recipient must submit a Final Performance Report no later than July 15, 2016. 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:

To Read:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

2. The Recipient must submit a Final Performance Report no later than July 15, 2017. 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:

SIGNATURE PAGE TO PARTICIPATION AGREEMENT  
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON  
County

The Children's Center of Clackamas

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Tom Soma, Executive Director

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel