

September 22, 2016

Board of Commissioners  
Clackamas County

Approval of an Amendment to Intergovernmental Agreement with Oregon  
Department of Education for Early Learning Hub services

<b>Purpose/Outcomes</b>	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.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 increases the agreement by \$734,138.56 for a new agreement total of \$2,324,181.98. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs. No County General Funds are involved.
<b>Funding Source</b>	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
<b>Duration</b>	From July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook, 503-650-5677
<b>Contract No.</b>	Contract database # 7534

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Amendment to the 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: Great Start, Family Support, Kindergarten Partnership and Innovation, School Readiness, Healthy, Stable & Attached Families services. 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 consistent with disproportionate overrepresentation in academic achievement.

*Healthy Families. Strong Communities.*

No County General Funds are involved in this contract/agreement. It has been approved by County Counsel on August 29, 2016. It becomes effective July 1, 2016 and terminate June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**Contract Number 5803**

**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 2 to Agreement Number 5803 (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  
Facsimile: (503) 650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall become effective on July 1, 2016, (regardless of the date actually signed) as a result of ratification pursuant to ORS 291.049.
2. The Agreement is hereby amended as follows:
  - a. Revise the third paragraph of the Agreement caption to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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

**Early Learning Division (ELD)  
775 ~~Court Street~~ Summer Street  
Salem, Oregon 97301  
Agreement Administrator: Denise Swanson or delegate  
Telephone: 503-798-7120  
E-mail address: [Denise.Swanson@state.or.us](mailto:Denise.Swanson@state.or.us)**

- b. Revise **Section 2. “Agreement Documents”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**Agreement Documents.**

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 Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit C, Part 1: Insurance Requirements for Preschool Promise Providers**
- ~~(6)~~ **(7)** Exhibit D: Required Federal Terms and Conditions
- (7) **(8)** Exhibit E, Part 1: Great Start Program Requirements
- (8) **(9)** Exhibit E, Part 2: Family Support Services Program Requirements
- (9) **(10)** Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- ~~(10)~~ **(11)** Exhibit E, Part 4: School Readiness Program Requirements
- ~~(11)~~ **(12)** Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (13) Exhibit E, Part 6: Preschool Promise Program Requirements**
- ~~(12)~~ **(14)** Attachment 1: Governance Structure
- ~~(13)~~ **(15)** Attachment 2: Formalized Collaborative Relationships
- ~~(14)~~ **(16)** Attachment 3: Outcomes, Metrics, Baselines and Targets

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.

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.

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.

- c. 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 ~~\$1,705,264.55~~ **\$2,324,181.98**. 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.
- d. Revise Exhibit A, Part 1, “Statement of Work” only to correct duplicate numbering of the sections, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
1. Preamble
  2. Definitions
  2. **(3.)** Governance
  3. **(4.)** Work Plan
  4. **(5.)** Coverage Area
  5. **(6.)** Coordinated Service Delivery
  6. **(7.)** Community and State Collaboration
  7. **(8.)** Performance Standards and Outcomes
  8. **(9.)** Data and Reporting Requirements
  9. **(10.)** Agreement Administration
  10. **(11.)** Budget Requirements
- e. Revise Exhibit A, Part 1, “Statement of Work” Section 6. Coordinated Service Delivery Section to add a new subsection j. only: new language is **underlined and bold**.
- j. Provide through sub-contracts Preschool Promise services in accordance with Exhibit E, Program Requirements, Part 6.**
- f. Revise Exhibit A, Part 1, “Statement of Work” Section 7. Community and State Collaboration Section g and j. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- g. Work productively and proactively with ELD assigned facilitator, including participation in:
- (1) Regular phone calls; ~~and~~
  - (2) Twice yearly HUB regional meetings; and**
  - ~~(2)~~ **(3) Yearly site visits.**
- j. Ensure all staff providing direct services to the Target Population completes an open source training by ~~June 30~~ **December 31**, 2016 on structural racism. ELD will provide specific training documents.

- g. Revise **Exhibit A, Part 1, “Statement of Work” Section 9. Data and Reporting Requirements Section b.(2) only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- (2) Quarterly Reports: Submit by ~~the 15<sup>th</sup> of~~ November **30th**, February **28th**, May **31st** and August **30th** of each year utilizing the Hub Reporting Workbook.
- h. Revise **Exhibit A, Part 2., “Payment and Financial Reporting”, Section 1.a & c.. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**1. Payment Provisions**

- a. As consideration of services provided by ODE 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:

(1) Beginning January 1, 2016 through June 30, 2017:

\$27,438.68 per month for Hub Coordination

(2) Beginning July 1, 2017 through September 30, 2017:

\$26,498.50 per month for Hub Coordination

**(3) Beginning July 1, 2016 through June 30, 2017:**

**\$1,249.33 per month for Preschool Promise Coordination**

**(4) Beginning July 1, 2017 through September 30, 2017:**

**\$1,547.25 per month for Preschool Promise Coordination**

**(5) Beginning July 1, 2016 through June 30, 2017:**

**\$23,803.33 per month for Preschool Promise Services**

**(6) Beginning July 1, 2017 through September 30, 2017:**

**\$23,803.33 per month for Preschool Promise Services**

(3) (7) In addition to the amount set forth in subsection (1) ~~and (2)~~  
through (6) above:

Beginning January 1, 2016 through June 30, 2017:

Up to ~~\$71,317.87~~ \$100,628.09 for Great Start Service  
expenses, disbursed on an expense  
reimbursement basis

Up to ~~\$133,585.85~~ \$188,487.71 for Family Support  
Service expenses, disbursed on an  
expense reimbursement basis

Up to ~~\$474,065.06~~ \$623,086.75 for Kindergarten  
Partnership and Innovation Service  
expenses, disbursed on an expense  
reimbursement basis

Up to \$184,105.24 for School Readiness Services  
expenses, disbursed on an expense  
reimbursement basis

Up to \$113,119.64 for Stable, Healthy and Attached  
Family Service expenses, disbursed  
on an expense reimbursement basis

Beginning July 1, 2017 through September 30, 2017:

Up to \$10,697.71 for Great Start Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$22,264.35 for Family Support Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$80,033.58 for Kindergarten Partnership and  
Innovation Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$24,224.37 for School Readiness Services  
expenses, disbursed on an expense  
reimbursement basis

Up to \$14,884.16 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

The funds set forth in Sections 1.a(1) and (2) may be expended only on the delivery of services under this Agreement and the funds identified in Sections 1.a(3) **through (7)** for a specific service may be expended only on the delivery of the specified service. **For purposes of Sections 1.a(3) and (4), Preschool Promise Coordination means the coordination and monitoring of the subcontracted providers' delivery of Preschool Promise services in accordance with the terms and conditions of this Agreement.**

- c. Payment will be made by ODE to the County monthly, on or after the first of each month following the month in which the services were performed, provided County is not in default hereunder and subject to receipt and approval by the ELD Agreement Administrator of County's invoice referenced above and County's report as specified in **EXHIBIT A, Part 1, Statement of Work, Section 8 9. Data and Reporting Requirements.**
  - i. Revise the Agreement to add **Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers** in the form attached hereto as **Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers.**
  - j. Revise the Agreement to add **Exhibit E, Part 6**, in the form attached hereto as **Exhibit E, Part 6.**
  - k. Revise **Attachment 3, Outcomes, Metrics, Baselines, and Targets** to read as set forth in **Attachment 3, Outcomes, Metrics, Baselines, and Target, Revision 1 dated 8/2016**, attached hereto.
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:**

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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:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency: Approved by Mark Williams via email dated 8/17/2016**

**Other required Signatures: Approved by Gwyn Bachtle via email dated 8/15/2016**