

June 9, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Reinstatement and Amendment #1 to an Intergovernmental Grant Agreement (IGA) from the State of Oregon, Department of Human Services for Senior Health Insurance Benefits Assistance (SHIBA) Medicare Improvements for Patients and Providers Act (MIPPA) Program. Increase in Revenue of \$7,900 in Amendment
No County General Funds.

Purpose/Outcomes	Approval of Reinstatement/Amendment #1 which reinstates and transfers administration of the original IGA from Department of Consumer and Business Services to Department of Human Services, extends the end date by one year, and adds funds in the amount of \$7,900 for the MIPPA program to continue to provide education for Medicare beneficiaries about public health.
Dollar Amount and Fiscal Impact	Increase of \$7,900 revenue, for a total value of \$14,400.
Funding Source	Oregon Department of Human Services through a MIPPA grant from the Federal Government, Administration for Community Living.
Duration	September 1, 2020 through August 31, 2022
Previous Board Action	Original IGA approved 1-7-21 by the Board for H3S Director signature on behalf of the Board. Item at County Issues: 6-7-22.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Counsel approval by Andrew Naylor on 5-19-22.
Procurement Review	1. Was this time processed through Procurement? No 2. If no, provide brief explanation: This is a revenue amendment, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	State Grant #45G000232 changes to #170640, H3S#9967

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of a Reinstatement and Amendment #1 to the IGA from the State of Oregon. The Amendment reinstates and transfers administration of the IGA from Department of Consumer and Business Services to Department of Human Services, extends the end date by one year, and adds funds in the amount of \$7,900.

This program provides funding to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in Limited-Income Subsidy for Part D and Medicare Savings Programs. The Reinstatement and Amendment will continue to support the partnership between Clackamas County, the State, the SHIBA program and Multnomah County Aging and Disability Services to expand and enhance outreach and application assistance for low income individuals who are potentially eligible for the Low Income Subsidy or the Medicare Savings Program.

The Reinstatement and Amendment are a total value of \$14,400 from September 1, 2020 to August 31, 2022. County Counsel approved the Reinstatement Amendment. There are no match requirements and no County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this Intergovernmental Grant Reinstatement Amendment, and that Tootie Smith, Board Chair, be authorized to sign.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services Department

Attachment:

Intergovernmental Agreement, Reinstatement and Amendment #1, H3S#9967



Agreement Number 170640

**REINSTATEMENT AND 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. To request an alternate format, please send an e-mail to dhs-DHS.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Clackamas County
Acting by and through its
Health, Housing and Human Services Department,
Social Services Division
2051 Kaen Rd., PO Box 2950,
Oregon City, OR 97045
Attention: June Bass, Volunteer Connections Manager
Oregon City, OR, 97045
Phone: 503-655-8862
Email: Jbass@co.clackamas.or.us**

hereinafter referred to as “County.”

RECITALS

WHEREAS, ODHS and County entered into that certain Agreement number **No. 45G000232** effective on **September 1, 2020** incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through **August 31, 2022**;

WHEREAS, the proposed amendment number **01** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement’s expiration date;

WHEREAS, the Agreement expired on **August 31, 2021** in accordance with its terms;
and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of **August 31, 2021**, and to amend the Agreement (once reinstated) to extend its effectiveness through **August 31, 2022**, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. **Reinstatement.** ODHS and County hereby reinstate the Agreement in its entirety as of August 31, 2021 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. ODHS and County further agree that, upon the amendment of **Section 3. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 3. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** ODHS and County hereby amend the Agreement as follows.
 - a. The Agreement alphanumeric designation of **No. 45G000232** is hereby changed to the ODHS Agreement number **170640** as found on the cover page and footer of this Agreement .
 - b. The Agreement is amended to reflect a change in the Agency's Agreement Administrator as stated in **Section 4.1** of this Agreement for this Agreement hereinafter known as the ODHS Agreement administrator as follows:

**Aging and People with Disabilities
Community Services and Supports Unit (CSSU)
500 Summer Street NE, E-12
Salem, OR 97301**

Agreement Administrator: Ann McQueen

Telephone: (503) 930-7923

E-mail address: ann.e.mcqueen@dhsosha.state.or.us

- c. All references to DCBS shall now mean ODHS, under this Agreement as previously agreed to by DCBS.
- d. All references to **“Local Government”** as previously referenced by DCBS shall now mean **“County”** under this Agreement
- e. The Agreement Amendment includes all responsibilities and terms and conditions stated in **“No. 45G000232”** as previously amended and hereby incorporated into this Agreement.
- f. Amend Section 3., **“Effective Date and Duration.”** language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold** to read as follows:

Section 3 Effective Date and Duration

The “Effective Date” of this Agreement is the later of (i) September 1, 2020, or (ii) the date this Agreement has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement terminates on ~~August 31, 2021~~ **August 31, 2022**.

- g. Amend Section 7 **COMPENSATION** subsection “ Not To Exceed Compensation” language to be deleted and replaced is ~~struck through~~; new language is **underlined and bold** to read as follows:

The maximum, not-to-exceed compensation payable to ~~Local Government~~ **County** under this Agreement, which includes any allowable expenses, is ~~\$6,500.00~~ **\$14,400.00**. Agency **ODHS** will not pay ~~Local Government~~ **County** any amount in excess of the not-to-exceed compensation of this Agreement, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Agreement.

- h. Amend Exhibit A **SECTION 3 PAYMENT TERMS**, subsection (A) **Compensation**, language to be deleted and replaced is ~~struck through~~; new language is **underlined and bold** to read as follows:

SECTION 3: PAYMENT TERMS

(A) Compensation

1. Agency **ODHS** agrees to pay ~~Local Government~~ **County** a not-to-exceed amount of ~~\$6,500.00~~ **\$14,400.00**, for performance of the work set forth in Section 1 for the period of September 01, 2020 through ~~August 31, 2021~~ **August 31, 2022**. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
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.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. 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;

- b.** The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- c.** 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.
- d.** To the best of the undersigned's knowledge, County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- e.** County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/SAM>;
- f.** County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) 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
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- g.** County hereby certifies that the FEIN provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

5. **County Data.** 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): _____

COUNTY OF CLACKAMAS, OREGON

Street address: _____ 2051 KAEN RD. _____

City, state, zip code: _____ OREGON CITY, OR 97045 _____

Email address: _____ ECOMFORT@CLACKAMAS.US _____

Telephone: _____ (503) 742-5400 _____ Facsimile: _____ (503) 742-5401 _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____ COUNTY IS SELF-INSURED _____

Policy #: _____ Expiration Date: _____

County shall provide proof of Insurance upon request by ODHS or ODHS designee.

6. Signatures.

Clackamas County

By:

Authorized Signature
Chair, Board of County Commissioners

Title

Tootie Smith
Printed Name

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Department of Justice

Date