

June 29, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Agreement with Oregon Department of Human Services for Healthy Connections Oregon Pilot Partnership Program. Amendment value is \$75,000, agreement value is increased to \$302,300 for 15 months. Funding through Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review	BCC Approval: 6/2/22 BCC Issues: 6/27/23		
Performance Clackamas	1. Ensure safe, healthy and secure communities 2. Grow a vibrant economy		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jennifer Harvey	Contact Phone	503-867-7500

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Grant Amendment #2 from Oregon Health Authority through the Oregon Department of Human Services (ODHS) as part of the TANF Pilot Project entitled “Healthy Connections Oregon.” CFCC Workforce provides mental health navigation to connect TANF clients to the resources they need to increase their employability. Amendment #2 increases the Flexible Funds available to purchase items or provide concrete supports to reduce barriers in accessing behavioral health treatment for families.

Amendment #2 adds \$75,000 for a total award value of \$302,300 for services from April 1, 2022 through June 30, 2023.

RECOMMENDATION: Staff recommends the Board approve this amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677
Clackamas.us/h3s





Agreement Number 175318

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **02** to Agreement Number **175318** 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 Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Attention: Jennifer Harvey
Telephone: 503-655-8842
Fax: 503-655-8841
E-mail address: jharvey@co.clackamas.us

hereinafter referred to as “County.”

1. This amendment shall become effective on the last date all required signatures in Section 5. “Signatures.”, below have been obtained.
2. The Agreement is hereby amended as follows:
 - a. Section 3. “**Consideration.**” Subsection a. is amended only to increase the maximum not-to-exceed amount payable under this Contract from **\$227,300.00** to **\$302,300.00**.
 - b. **Exhibit A, Part 2, “Payment and Financial Reporting”**, the table in Section 1. “**Payment and Financial Reporting**” subsection a. for “**Flexible Funds expenses**” only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. ODHS will reimburse County for the **Flexible Funds expenses** (Exhibit A, Part 1, Section 3.b.) for the Pilot Project period of April 1, 2022, to June 30, 2023, and the cost shall not exceed a total of ~~\$10,000.00~~ **\$85,000.00**. Provider must show proof of purchase of the flexible fund expense as shown below and attach the receipt of purchase:
 - c. **Exhibit B, “Standard Terms and Conditions”, Section 24., “Notice” ODHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
ODHS: Office of Contracts & Procurement
~~635 Capitol Street NE, Suite 350~~ **500 Summer Street NE, E-03**
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324
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 amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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 County;
 - b. The information shown in Section 5.a. “County Information” of the original Agreement, 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. 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 Non-procurement 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's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

**Clackamas County
Acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon, acting by and through its Oregon Department of Human Services
By:**

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Oregon Department of Justice Date