

November 23, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment increasing funding of an Intergovernmental Agreement with the State of Oregon, Department of Human Services for Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP) Program. The amendment value is \$15,800. The agreement value is now \$25,800. Funding is through the Federal Senior Medicare Patrol (SMP) Grant.

No County General Funds are involved.

Purpose/Outcomes	The amendment extends the term of the agreement by 12 months and increases the total value. Grant funds support the Senior Medicare Patrol (SMP) program for outreach, education, and individual counseling regarding Medicare/Medicaid fraud, waste, and abuse to people in our community.
Dollar Amount and Fiscal Impact	Increase of \$15,800 in revenue. IGA's total value will be \$25,800.
Funding Source	Federal Senior Medicare Patrol (SMP) grant, through the State of Oregon, Department of Human Services, Senior Health Insurance Benefits Assistance (SHIBA). No match is required, and County General Funds are not involved.
Duration	June 1, 2021, to May 31, 2023
Previous Board Action	Original Agreement approved by BCC on 5/6/21; Amendment #1 approved by BCC on 6/2/22. Item at County Issues: 11/8/22
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, secure communities.
County Counsel	Review and approved by Andrew Naylor on 10/24/2022
Procurement Review	1. Was this time processed through Procurement? No If no, provide a brief explanation: This is a Grant Revenue Amendment. Not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	State Grant #170616-2, H3S#10095-2

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of Amendment #2 to a Grant Agreement from the State of Oregon, Department of Human Services, Senior Health Insurance Benefits Assistance (SHIBA) to help carry out the Senior Medicare Patrol (SMP) program. The SMP program is intended to support the activities of the SSD Volunteer Connection's SHIBA program.

SHIBA is designed to educate senior and other Medicare recipients about their rights, resources, and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and disabled citizens and provide much-needed help for our most vulnerable populations.

The SMP grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education on healthcare fraud, errors, and abuse. Outreach efforts focus on high populations in rural, Hispanic, and tribal communities.

The Amendment to the IGA extends the program one year, from June 1, 2022, to May 31, 2023, and increases the agreement revenue by \$15,800 for an updated Total Agreement Value of \$25,800. County Counsel reviewed and approved the Amendment on 10/24/2022. There is no match requirement, and no County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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

Attachment:
Intergovernmental Amendment #2, H3S#10095-2



Agreement Number 174872

**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
2051 Kaen Rd, PO Box 2950,
Oregon City, OR 97045
Attention: June Bass, Volunteer Connections Manager
Phone:503-655-8862
Email: jbass@clackamas.us

hereinafter referred to as “County.”

RECITALS

WHEREAS, ODHS and County entered into that certain Agreement number **174872** effective on June 1, 2021 incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through May 31, 2023;

WHEREAS, the proposed amendment number 02 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 May 31, 2022 in accordance with its terms; and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of May 31, 2022, and to amend the Agreement (once reinstated) to extend its effectiveness through May 31, 2023 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 May 31, 2022 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, language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold** as follows,

a. All references to Local Government shall now mean County, under this Contract as previously stated in “NO. 45G000240”.

b. **Section 3., “Effective Date and Duration.”** to read as follows:

Section 3 Effective Date and Duration

The "Effective Date" of this Agreement is the later of (i) June 1, 2021, 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 ~~May 31, 2022~~, **May 31, 2023**, with an option to renew up to a cumulative three (3) years. The termination of this Agreement will not extinguish or prejudice Agency's **ODHS's** right to enforce this Agreement with respect to any default by Local Government that has not been cured.

c. **Section 6., “COMPENSATION AND PAYMENT TERMS”**, amended as follows:

Not to Exceed Compensation

The maximum, not-to-exceed compensation payable to ~~Local Government~~ **County** under this Agreement, which includes any allowable expenses, is ~~\$10,000.00~~ **\$25,800.00**. 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. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before ~~Local Government~~ **County** performs Services subject to the amendment.

d. **Exhibit A Statement Of Work, SECTION 3 PAYMENT TERMS, Compensation** subsection (A), 1, only is amended as follows:

Compensation

(A) Compensation

- 1 Agency **ODHS** agrees to pay ~~Local Government~~ **County** a not-to-exceed amount of \$10,000 for performance of the work set forth in

Section 2 for the period of June 01, 2021, through May 31, 2022 **and \$15,800 for the period of June 01, 2022 through May 31, 2023.** Funding for future years is dependent on Agency **ODHS** receiving grant awards from the Administration for Community Living (ACL) and the Oregon Department of Human Services (DHS), Aging and People with Disabilities, Client Services Supports Unit

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. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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): _____

Clackamas County

Street address: _____ 2051 Kaen Road _____

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

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:

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

Department of Justice

Date

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Document Title:

After filing please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____