

March 24, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #159475, Amendment 04 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County. The source of the funding is State General Fund. The total value is \$770,024.79. Funding through 6/30/2022.

County General Funds are not involved.

Purpose/Outcomes	Social Services-Money Management Program will continue to provide financial management services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	Amendment 04 adds \$119,192.30, bringing the total agreement amount to \$770,024.79. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved.
Duration	July 31, 2019 through June 30, 2022
Previous Board Action	The original agreement was approved at the Board Business meeting on 4-26-18. Prior amendments were approved at Board Business meetings on 7-11-19, 6-20-21 and 7-22-21. Item at County Issues: 3-22-22
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 12/15/2021 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> If no, provide brief explanation: This is an amendment to an IGA.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9351

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests the approval of Agreement #159475, Amendment 04, with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like

shelter, health and food. OMMP clients are referred by their case managers to receive money management services.

This agreement adds \$119,192.30 in funding for the new fiscal year. This amendment increases the maximum funding from \$650,832.49 to \$770,024.79. This amendment was reviewed and approved by County Counsel on December 15, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this Intergovernmental Amendment, and authorization for the Chair to sign on behalf of the County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

Attachment:
Amendment #4 to H3S#9351



Agreement Number 159475

**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-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **04** to Agreement Number **159475** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Clackamas County
by and through its Social Services Division
Attn: Brenda Durbin
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
503.655.8640**

brendadur@clackamas.us and stefanieri@clackamas.us

hereinafter referred to as “**County.**”

1. This amendment, when fully executed by every party, shall become effective on the date this amendment has been approved by the Department of Justice, regardless of the date of execution by every party.
2. The Agreement is hereby amended as follows; language to be deleted is ~~struck through~~ and new language is shown **underlined and bold**:
 - A. Section 3. Consideration, subsection a only as follows:
 - a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$650,832.49~~ **\$770,024.79**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work until this Agreement has been signed by all parties.

B. Amend Exhibit A. Part 2. Payment and Financial Reporting

1. The Payment Provisions and Financial Reporting requirements set forth in this Section shall apply during the term of this Agreement.

- a. County shall prepare and submit invoices to ODHS' Agreement Administrator at the address specified in Section 3, or to any other address as ODHS may indicate in writing to County. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- b. County will prepare and submit monthly invoices for services provided to ODHS.
- c. ODHS will pay County at the base rate of \$5,250.00 per month, per Region for each month beginning July 1, 2019 **through September 30, 2021**. ODHS will prorate base rate payments for less.
- d. ODHS will pay the base rate for up to 6 months without Regional Sponsor providing services to any Consumers at such time as any new Region or County may be added to this Agreement. County may begin providing services to consumers upon execution of this Agreement. The first six (6) months are intended to allow sufficient time for the County to plan and fully implement a Regional MMP. At least one (1) Consumer must be enrolled and receiving MMP services beginning six (6) months after execution of this Agreement in order to continue to receive the monthly base amount **through September 30, 2021**.
- e. Consumer Service Incentive Payments

ODHS will pay County a monthly Consumer service incentive payment calculated, as described below **through September 30, 2021**: The monthly incentive payment is calculated based upon how many Consumers receive MMP services in a subject month.

Consumer Service Incentive Payment shall be paid at \$45.00 per month per consumer. Not to be paired with any other Consumer incentive.
- f. Complex Case Consumer Incentive

To qualify as a Complex Case the case must meet at least one of the following:
 1. Income Cap trusts

2. APS cases that have regular ongoing involvement of four times or more per month.
3. Crisis case management: Cases requiring regular ongoing involvement of the coordinator, four times or more per month to mitigate the consumer's crisis situation.

Complex Case Consumer Incentive Payment shall be paid at \$85.00 per month per consumer **through September 30, 2021**. Not to exceed 25% of total consumer caseload. This is a stand-alone incentive. Not to be paired with any other Consumer incentive.

An exception to the 25% of total caseload limit may be requested. If the exception is granted, a monthly report must be submitted with your invoice. The report must include for each complex case a brief synopsis of the need, areas being addressed, barriers, time spent, progress thus far, and the intended outcome for the consumer.

- g. **ODHS will pay County at the rate of \$124.00 per consumer, per month, per Region for each month beginning October 1, 2021.**

- c. Amend Exhibit A, Part 3 Special Terms and Conditions to add Section 7

7. Compliance with Executive Order (EO) 21-29:

- a. **For purposes of this Section, capitalized words are defined in EO 21-29, as amended, https://www.oregon.gov/gov/Documents/executive_orders/eo_21-29.pdf or as defined in the “Executive Order 21-29 Vaccination Requirements for State Contractors Frequently Asked Questions”, as amended, found at**

https://www.oregon.gov/das/Procurement/Documents/ExecutiveOrder21-29_ContractorFAQ.pdf.

- b. **Contractor shall comply with EO 21-29. Contractor certifies that for the term of the Contract or the duration of EO-21-29, whichever expires or terminates first, each Worker who provides goods and services at an Executive Branch Worksite is Fully Vaccinated against COVID-19 unless an exception under paragraph 6 of EO 21-29 applies. Contractor shall maintain in its records Proof of Vaccination or permitted exceptions under section 6 of EO 21-29 for such Workers providing goods and services at an Execution Branch Worksite. Contractor shall provide written certification of its compliance with EO 21-29 on request of the State. The State reserves the right to request the documentation supporting Contractor's certification. Any violation of this Section constitutes a material breach of this Contract entitling ODHS to terminate this Contract for cause.**

3. **Certification.** Without limiting the generality of the foregoing, by signature on this

Agreement amendment, County 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 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.

4. **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): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein must be in effect prior to amendment execution. If County is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, County may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C.

General Commercial Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

5. Signatures.

**Clackamas County
by and through its Social Services Division**

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 by the Department of Administrative Services:

Exempt per OAR 125-246-0170(2)

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Approved via e-mail by

Department of
Justice

Date