

November 23, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment increasing funding of an Intergovernmental Revenue Agreement with the State of Oregon, Department of Human Services for the Oregon Money Management Program in Clackamas County. The amendment value is \$231,617.34, agreement value increased to \$1,001,642.13. Funding is through State General Funds.

No County General Funds are involved.

Purpose/Outcomes	Social Services Money Management Program will continue to provide financial management services to seniors and people with disabilities through the fiscal year 2023.
Dollar Amount and Fiscal Impact	Amendment 05 adds \$231,617.34 for an additional fiscal year of the Agreement, bringing the total agreement amount to \$1,001,642.13. 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, 2023
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, 7-22-21, and 3-19-22. Item at County Issues: 11-22-22
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 the needs of older adults in the community.
County Counsel	1. Date of Counsel review: 11/2/2022 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 a brief explanation: This is an amendment to a Revenue IGA.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9351, OR DHS #159475-5

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services requests the approval of Agreement #159475, Amendment 05, 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 \$231,617.34 in funding for the new fiscal year. This amendment increases the maximum funding from \$770,024.79 to \$1,001,642.13. County Counsel reviewed and approved this amendment on November 2, 2022.

RECOMMENDATION:

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

Respectfully submitted,



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

Attachment:
Amendment #5 to H3S#9351



Agreement Number 159475

**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
by and through its Social Services Division
Attn: ~~June Bass~~ ~~Brenda Durbin~~
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
~~503.655.8862~~-503.655.8640
~~brendadur@clackamas.us~~ and ~~stefanirei@clackamas.us~~
jbass@clackamas.us and
ADS-ContractBilling@clackamas.us

hereinafter referred to as “County.”

RECITALS

WHEREAS, ODHS and County entered into that certain Agreement number **159475** effective on **July 1, 2019** incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through **June 30, 2023**;

WHEREAS, the proposed amendment number **05** 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 **June 30, 2022** in accordance with its terms; and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of **June 30, 2022**, and to amend the Agreement (once reinstated) to extend its effectiveness through **June 30, 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 **June 30, 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 1. “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 1. “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; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. Amendment #4 was executed with a scrivener’s error indicating that amendment #4 was to be effective upon DOJ approval. DOJ approval was not required. This amendment #5 corrects the error. Instead of being effective upon DOJ approval, those changes outlined in amendment #4 are to be effective on October 1, 2021.
Amendment #4, Section 1 is amended to read as follows:

This amendment, when fully executed by every party, shall become effective on **October 1, 2021** ~~the date this amendment has been approved by the Department of Justice,~~ regardless of the date of execution by every party.
 - b. **Page 1, County Contact Information** is revised as shown above.
 - c. **Page 1, ODHS Contact Information** to read as follows:

Aging and People with Disabilities
Community Services and Supports Unit
500 Summer Street NE, E02
Salem OR 97301
Agreement Administrator: **Deborah Spere** or delegate ~~Kristi Murphy~~
Telephone: **971.301.1023** ~~(503) 945-6181~~
Email: **Deborah.L.Spere@dhsola.state.or.us**
Kristi.m.murphy@dhsola.state.or.us
 - d. **Section 1., “Effective Date and Duration.”** to read as follows:

This Agreement, when fully executed by every party, shall become effective on the date this Agreement has been approved by the **Oregon** Department of Justice or on July 1, 2019, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, **2023** ~~2022~~. Agreement termination shall

not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

- e. **Section 3., “Consideration.”, Subsection a. only** to read as follows.
 - a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,001,642.13.** ~~\$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.
 - f. **Exhibit A, Part 2, “Payment and Financial Reporting”, Subsection 1**, add new paragraph h. as follows:
 - h. County must not charge Consumer ANY fees for services that are provided under this Contract.**
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, each signatory on behalf of 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): _____

Clackamas, County of

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: JBass@clackamas.us

Telephone: (503) 655-8862 Facsimile: (503) 655-8889

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: Self-insured pool in accordance with provisions of
ORS30.272 and ORS656.403
Policy #: _____ Expiration Date: _____

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

6. Signatures.

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

Ratified: Approved via e-mail by John McCormick, Attorney-in-Charge October 31, 2022
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: _____