

April 21, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #171482, Amendment 01 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of services to Clackamas County residents. The source of the funding is Federal Older American Act funds and Federal American Rescue Plan funds. Total value is \$7,276,070.00. Funding through 9/30/2024.

County General Funds of \$843,423 over the four year period of grant agreement are used as match.

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment 01 adds \$1,823,189, bringing the total agreement amount to \$7,276,070.
Funding Source	Funded by Federal American Rescue Plan (ARP) Funds and Expanding Access to COVID-19 Vaccine (VAC5) Funds. A total of \$843,423 County General Funds over four years are used to meet match requirements for internal programs for the duration of this agreement, including transportation, information and assistance, and case management for older Clackamas County residents.
Duration	Effective July 1, 2021 through Sept. 30, 2024
Previous Board Action	The original agreement was approved at the Board Business meeting on 11-4-21. Item at County Issues: 4-19-22.
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: 2/16/2022 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 brief explanation: This is an amendment to an IGA.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10403

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #171482-1 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment provides additional grant funding for the Social Services Division to administer Older American Act (OAA) funded services to support services for persons 60 and over living in Clackamas

Healthy Families. Strong Communities.

County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and in-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in their communities for as long as possible.

Amendment #1 adds \$1,823,189 of funding, bringing the total agreement amount to \$7,276,070. County general funds are used to provide a total match over four years in the amount of \$843,423. The amendment increases the required match by \$271,431 over four years due to the addition of \$1,759,461 in American Rescue Plan funding. Match funds are used to support personnel costs, administrative costs, and materials and services for transportation, information and referral and case management services to meet the match obligations. The schedule of funds received and subsequent general fund match represented by this amendment is spread over four years according to the following anticipated schedule: FY22 \$3,337,436 grant funds received (\$265,441 county general fund match – no increase with amendment); FY23 \$3,002,060 grant funds received (\$431,269 county general fund match, a change of \$124,718 with amendment); FY24 \$811,323 grant funds received (\$124,977 county general fund match with amendment); FY25 \$136,816 grant funds received (\$21,735 county general fund match with amendment). In addition, senior centers and other grant subrecipients in Clackamas County will provide \$240,081 of in-kind services as match over the course of the four year funding period.

County general fund match amounts are consistent with current Social Services' General Fund allocation. If county general funds are not available to meet match requirements in future fiscal years, Clackamas County Social Services may utilize less than the full amount of available funding in this amendment.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. This amendment reflects additional allocation for OAA services funded by the Federal American Rescue Plan and Federal Expanding Access to COVID-19 Vaccine. The amendment was reviewed and approved by County Council on February 16, 2022.

RECOMMENDATION:

Staff recommends the Board approve 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 #1 to H3S#10403



Grant Agreement Number 171482

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT 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 **01** to Grant Agreement Number **171482** 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
Clackamas County Social Services Division (CCSS)
District 2, Type A Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889**

**E-mail address: brendadur@clackamas.or.us; teresachr@clackamas.us;
ADS-ContractBilling@clackamas.us**

hereinafter referred to as “**Recipient**”, “**AAA**” (or “Agency” when applicable), or “**County**” interchangeably.

1. This amendment shall become effective when this amendment has been fully executed by every party and, when required, approved by the Department of Justice. Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” as amended by this Amendment 01 may start on **July 1, 2021**, shall be governed by the terms and conditions of the amended Agreement, and for such expenses incurred by Recipient may be reimbursed once the amendment is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”.

2. The Agreement is hereby amended as follows: language to be deleted is ~~struck through~~; new language is shown **underlined and bold**.

a. Section 3. “Grant Disbursement Generally” as follows:

3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$7,276,070.00** ~~\$5,452,881.00~~. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

b. Exhibit A, Part 1, “Program Description”, Section 5. “Management Control Functions”, Subsection a. “Criminal Records and Abuse Checks”, as follows:

a. Criminal Records and Abuse Checks. AAA agrees to utilize the ODHS **ORCHARDS (Oregon Criminal History and Abuse Records Data System)** ~~Criminal Records Information Management System (CRIMS)~~ to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A.195 through 181A.200 and ORS 443.004. Subject individuals are employees of the AAA; volunteers of AAA; employees and volunteers of AAA’s subcontractors and direct care providers of consumers for which AAA provides service authorization. The process for a AAA employee’s removal from service or dismissal shall adhere to ~~Agency AAA~~ dismissal policies and collective bargaining agreements, as applicable, to discharge an employee.

c. Exhibit A, Part 1, “Program Description”, add new Section 10. “American Rescue Plan” (ARP) as follows:

10. American Rescue Plan (ARP). ARP funding can be used by AAAs for any allowable Older Americans Act (OAA) service provided to an eligible person under the OAA during the Major Disaster Declaration (MDD) to a person within the Area Agency’s planning and service area. During the MDD period, this funding may be utilized in the OAA service category that is most needed in the planning and service area. This flexibility is referred to as bucketing the funding and using COVID flexibilities during the MDD to meet the local needs. After the conclusion of MDD declaration, the ARP funding must be used within the funding CFDA outlines in the allocation spreadsheet provided by the Department. Funding must be expended by September 30, 2024 and AAAs will be allowed to carry forward unspent funds past the present 2021-2023 biennium through the deadline.

d. Exhibit A, Part 1, “Program Description”, add new Section 11. “Expanding Access to COVID-19 Vaccine” as follows:

11. Expanding Access to COVID-19 Vaccine. Funding is provided to AAAs to help increase COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers, focusing on communities that have lower vaccination rates. Per federal guidance, AAAs are encouraged to serve Native Americans residing in their service areas who need assistance. Funding can also be used to combat vaccine hesitancy and

arrange or provide transportation to vaccination sites for older adults and their caregivers. Paying staff to plan and organize meetings with local public health and other entities, and/or collect and analyze data on vaccination rates of older adults, family caregivers, and volunteers is also allowable. Funding is not eligible to be carried forward into the next biennium and must be spent by September 30, 2022.

e. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 1. “Funding Appropriations”, Subsection b. as follows:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall both be based on the allocations as set forth in the table below and made on a reimbursement basis, upon ODHS approval of AAA’s disbursement request.

Older Americans Act	\$3,468,109	CFDA 93.041, 93.043, 93.044, 93.045, 93.052
<u>American Rescue Plan (ARP)</u>	<u>\$1,759,461.00</u>	<u>CFDA 93.043, 93.044, 93.045, 93.052</u>
<u>Expanding Access to COVID-19 Vaccine (VAC5)</u>	<u>\$63,728.00</u>	<u>CFDA 93.044</u>
NSIP	\$306,577	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Sequestration Mitigation	\$214,495	
Oregon Project Independence (age 60+ or age under 60 with an Alzheimer’s Disease or related disorder diagnosis)	\$1,048,576	
Oregon Project Independence (age 19-59 with disability)	\$0	
Unspent ’19-’21 Biennia Funding: FFCRA (\$0) CARES (\$177,256) HDC5 (\$230,575)	\$407,831	CFDA 93.044, 93.045, 93.052
Other State Funds	\$0	
Allocation Total	<u>\$7,276,070.00</u> \$5,452,881	

f. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 1. “Funding Appropriations”, new Subsection i. as follows:

- i. If permitted by the federal American Rescue Plan (ARP), AAA may use ARP funds to provide allowable Older Americans Act like services. Funds must be fully expended by September 30, 2024 and AAA shall timely provide any necessary reporting information requested by ODHS. Unspent ARP funds during this Contract period (biennium) will be allowed to be carried forward into the next biennium to fully expend by September 30, 2024.**
- g. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 1. “Funding Appropriations”, new Subsection j. as follows:
- j. AAA may use VAC5 funds to provide allowable COVID-19 Vaccination services. Funds must be fully expended by September 30, 2022 and AAA shall timely provide any necessary reporting information requested by ODHS.**
- h. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 2 “Fiscal Control Functions”, delete Subsection h.(2).
- i. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 2 “Fiscal Control Functions” a new Subsection j. as follows:
- j. American Rescue Plan (ARP) Match Requirements. AAA shall match expenditures with cash or in-kind resources of non-federal means such as local or state sources as follows:**
- (1) Federal funds may not pay for more than 85% of the total expenditures for Title IIIB, IIIC1 and IIIC2 services. AAA is required to meet 2/3 of the required match which is calculated using the following formula: (Total Service Expenditures to be charged to Federal funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.**
- (2) Federal funds may not pay for more than 75% of expenditures for Title IIIE services. The required match is calculated using the following formula: (Total Service Expenditures for Title IIIE services/.75) – (Total Service Expenditures for Title IIIE services). Example: 100/.75=133; 133-100=33; the required match is 33.**
- j. Exhibit A, Part 3, “Special Provisions”, Section 4. “Service Equity”, as follows:
- 4. Service Equity.** As part of a shared goal and intent to address and mitigate systematic racism through the incorporation of service equity in all aspects of the administration of Oregon’s aging network, AAAs agree to partner with the ODHS to develop strategies, goals, and objectives to operationalize the ODHS’ commitment to embracing service equity in all the work shared. AAAs will actively participate and contribute to this initiative and process.

AAAs will develop and implement individual Service Equity Plans for their planning and service areas by September 30, 2022. As part of this process, AAAs will participate in Oregon Department of Human Services (ODHS) provided service equity plan training and development efforts. ODHS will contact and collaborate with AAA directors to customize this training to reflect each AAA's state of service equity work and plan development. Service Equity Plans will include agreed-upon data elements, including collecting and reporting on AAA staff demographic information.

Diversity, Equity and Inclusion Bonus

ODHS will pay AAA the sum of \$75,000.00 plus their portion of remaining bonus funds according to the Intrastate Funding Formula (IFF) no later than December 31, 2022 when the following criteria are met, effective September 30, 2022:

- a) AAA has a service equity steering committee established and operational comprised of culturally diverse individuals.**
- b) AAA has developed a service equity plan designed to promote equitable access and outcomes for the population in their community.**
- c) AAA has developed a workforce development plan to recruit and retain employees representative of the race demographics of the community the AAA serves.**

In order to receive payment under this Section, AAA will submit a report on a form adopted by the ODHS demonstrating how the AAA met these requirements. An Area Agency on Aging with fewer than ten employees may qualify for the payment by meeting only the a) and b) criteria above. All agencies, regardless of size, must submit data for the bonus criteria to ODHS.

Diversity, Equity and Inclusion Bonus payments shall be used for any services allowed in OAA or OPI, with no more than 30% of bonus funds being spent on administrative costs, including staff training.

- k. Exhibit C, "Subcontractor Insurance", as follows:

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering **subcontractor's** bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than the following: ~~\$4,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.00.~~

<u>If Subcontractor agreement has a Not-to-Exceed amount of:</u>	<u>County is required to procure a minimum coverage amount of:</u>
\$0 - \$1,000,000	\$1,000,000
\$1,000,001 - \$2,000,000	\$2,000,000
\$2,000,001 - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

AUTOMOBILE LIABILITY INSURANCE:

Required **if Subcontractor transports ODHS Clients** Not required

Automobile Liability Insurance covering Recipient's **subcontractor's** business use including coverage for all owned, non-owned, or hired vehicles. ~~with a combined single limit of not less than \$4,000,000.00 for bodily injury and property damage.~~ This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided. **Automobile Liability insurance for bodily injury and property damage must be in not less than the following amounts:**

<u>If Subcontractor agreement has a Not-to-Exceed amount of:</u>	<u>County is required to procure a minimum coverage amount of:</u>
\$0 - \$1,000,000	\$1,000,000
\$1,000,001 - \$2,000,000	\$2,000,000
\$2,000,001 - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

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.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:
 - a. Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. Recipient 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 Recipient;

- b.** The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- c.** To the best of the undersigned’s knowledge, Recipient 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.** Recipient and Recipient’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.** Recipient 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.** Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g.** Recipient hereby certifies that the FEIN or SSN provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

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

Approved via e-mail by
Wendy J. Johnson, Senior Assistant Attorney General
Department of Justice

December 22, 2021
Date