

February 24, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 1# to Intergovernmental Grant Revenue Agreement No. 171675 with the Oregon Dept of Human Services (ODHS) for Supplemental Nutrition Assistance Program (SNAP) Employment and Training services.

This amendment reduces agreement by \$10,617.85

No General Funds Involved

Purpose/Outcome	Clackamas County Children, Family & Community Connections through its Workforce program works with SNAP participants to deliver employment training and job placement and provides individual case management to guide, motivate, and support job seekers by continually assessing their needs and challenges, identifying resources, and advising on career and training opportunities.
Dollar Amount and Fiscal Impact	Amendment #1 reduces Intergovernmental Agreement No. 171675 (\$159,700.95) by \$10,617.85 for a revised maximum value of \$149,083.10. Original agreement funded services effective October 1 st , 2021. Due to State delays, the original agreement was not fully executed until the end of October. State DHS allowed CFCC to submit a settlement invoice for October program expenses. Amendment #1 reduces the award by that reimbursed amount. There are no program or fiscal impacts to this Amendment. No General Funds Involved.
Funding Source	Oregon Department of Human Services Agreement No. 171675
Duration	Effective for services starting October 1, 2021 and terminating on September 30, 2022
Previous Board Action/Review	Previous action: 10/28/21 Board Issues date: 2/2/2022
Strategic Plan Alignment	1. Grow a Vibrant Economy - Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Counsel Review	The original Intergovernmental agreement was reviewed and approved by County Counsel on 9/29/21, KR
Procurement Review	Was the item processed through Procurement? No. Revenue Intergovernmental Agreement
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10384

BACKGROUND:

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Grant Amendment #1 with ODHS to deliver Supplemental Nutrition Assistance Employment & Training (SNAP E&T) services to eligible

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

Clackamas County residents. The SNAP E&T program has been administered by CFCC for the past four years and helps SNAP participants gain skills and find work that moves them forward to self-sufficiency. This program prioritizes individuals returning from jail and prison and individuals in substance use recovery programs. Participants have access to job search training, employment placement and retention services to help them enter and move up in the workforce. These programs also help to reduce barriers to work by providing support services as participants obtain and retain meaningful employment within the community.

This Intergovernmental Grant Amendment #1 is effective upon signature by all parties for services starting on October 1, 2021 and terminating on September 30, 2022. This amended agreement has a maximum value of \$149,083.10.

RECOMMENDATION:

Staff recommends Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

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

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



Agreement Number 171675

**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 **1** to Agreement Number **171675** 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 Department of Health, Housing and Human Services Children,
Family & Community Connections division
112 11th Street
Oregon City, OR 97045
Attention: Jennifer Harvey
Telephone: 503-867-7500
Facsimile: 503-867-7500
E-mail address: jharvey@clackamas.us

hereinafter referred to as “County.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section 3. “**Consideration,**” paragraph a. only, to read as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$149,083.10** ~~\$159,700.95~~. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work

until this Agreement has been signed by all parties.

- b. **Exhibit A, Part 2, “Payment and Financial Reporting”**, section 1. **“Payment Provisions”**, subsection **a.(1)** only, is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

- (1) From October 1, 2021 through September 30, 2022:

Support Service Funds awarded for 100% Reimbursement*:

~~\$21,400.00~~**\$21,600.00**

Administrative and Support Services Funds specified for 50%

Reimbursement: ~~\$127,683.10~~**\$138,100.95**

Total Budget:

~~\$149,083.10~~**\$159,700.95**

**Funds awarded to County in their 2021/2022 application for 100% reimbursement of support service funds.*

- c. For services provided on or after the date of this amendment execution, **Exhibit A, Part 3, “Special Provisions”**, add new **Section 8. “Compliance with Executive Order (EO) 21-29** to read as follows:

- a. For purposes of this Section, capitalized words are defined in Executive Order 21-29, as amended, https://www.oregon.gov/gov/Documents/executive_orders/eo_21-29.pdf or as defined below.

“**Worksite**” has the meaning as forth 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. **Compliance with Executive Order 21-29.** County shall comply with EO 21-29. County certifies that for the term of the Agreement 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. County 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. County 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 County’s certification. Any violation of this Section constitutes a material breach of this Agreement entitling ODHS to terminate this Agreement for cause.

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, 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.

3. Signatures.

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

Clackamas County, Acting by and through its Department of 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:

Approved via email by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

January 14, 2022
Date