

November 23, 2022

Board of County Commissioners
Clackamas County

Approval of an Amendment changing reporting frequency to an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Community Restoration Services. Amendment has no fiscal impact; the Agreement's maximum value remains \$764,788.00. Funding is through the State of Oregon, Oregon Health Authority.
No County General Funds are Involved.

Purpose/Outcomes	This Revenue Agreement provides funding to increase the capacity for community restoration services for defendants found unfit to proceed.
Dollar Amount and Fiscal Impact	This is a No-Cost amendment; the Agreement's maximum value remains \$764,788.00.
Funding Source	No County General Funds are involved. Funding is provided through the State of Oregon, Oregon Health Authority (OHA).
Duration	Effective July 1, 2022, through June 30, 2023
Previous Board Action	Issues November 22, 2022 Original Contract approval August 18, 2022
Counsel Review	Reviewed and approved November 3, 2022, 2022 Kathleen Rastetter
Procurement Review	Was this item reviewed by Procurement? No. Procurement review is not required for revenue contracts/amendments.
Strategic Plan Alignment	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	10743

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for community restoration services. Senate Bill 295 called for Community Mental Health Programs (CMHP) to utilize community restoration options for defendants not needing a hospital level of care. Due to the increasing challenges for CMHPs to find appropriate and available services outside the hospital setting, OHA is providing additional funding to increase capacity for community restoration services for defendants found unfit to proceed. Funds can be used to create or enhance programs and services that support individuals to remain in the community and out of the hospital.

Amendment #01 changes the frequency of reporting from monthly to quarterly.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney A. Cook

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



Agreement Number 176838

**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 **01** to Agreement Number **176838** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County
2051 Kaen Rd., Suite 154
Oregon City, OR 97045
Telephone: 503.406.7005
Attn: Mary Rumbaugh
E-mail address: maryrum@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 Justice.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A Part 2 "Payment and Financial Reporting" Section 1. b. (2) only, is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - (2) Payments will be made on a quarterly basis. Following execution of this Agreement and contingent upon OHA's receipt and approval of County's properly prepared invoice and ongoing timely receipt of ~~monthly~~ **quarterly** status reports approved by OHA, OHA will make payment in 4 equal quarterly payments in the amount of \$191,197.00 each, per the table below.

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 is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. 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;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - d. 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;
 - e. 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>;

- f. 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/portal/public/SAM/>;
- g. 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.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

5. Signatures.

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

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

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: _____