

September 29, 2022

Board of County Commissioners,
Clackamas County

Members of the Board:

Approval of Amendment #6 to Intergovernmental Agreement (IGA) with Oregon Health Authority for Covid-19 Vaccination Operations. Contract not to exceed \$3,400,000.00.
Funding is through the Oregon Health Authority (OHA).
No County General Funds are involved.

Purpose/Outcomes	Amendment #06 provides additional funding for COVID Vaccination Services
Dollar Amount and Fiscal Impact	Adds \$600,000. bringing the Maximum Contract Value to \$3,400,000.00
Funding Source	This is funded by OHA No County General Funds are involved
Duration	Amendment #06 is effective August 22, 2022 through December 30, 2022
Strategic Plan Alignment	1. Improved Community Safety and Health by providing COVID vaccinations. 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously viewed this Agreement on June 20, 2021 and November 14, 2022, Agenda item 20211014 A19, April 28, 2022, Agenda item 20220428.II.E.iv
Counsel Review	County counsel has reviewed and approved this document on September 8, 2022 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5456
Contract No.	10156-05

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment #6 to an Intergovernmental Agreement (IGA) with Oregon Health Authority for vaccination operations. This will enable Public Health to continue providing vaccinations to the community.

Amendment #6 adds \$600,000. Bringing the Maximum Contract Value to \$3,400,000.00.

Recommendation

We recommend the Board of County Commissioners approve this Amendment.

Respectfully submitted

Rodney A. Cook

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



Agreement Number 170117

**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 **06** to Agreement Number **170117** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045-4035
Attn: Philip Mason-Joyner
Phone: (503) 742-5300
Email: PMason@clackamas.us;
Karen Webb: KWebb@clackamas.us

hereinafter referred to as “County.”

1. Upon approval of this Amendment by the parties, and when required, the Department of Justice, this Agreement shall become effective on **August 22, 2022** regardless of the date this Agreement is fully executed by every party.
2. The Agreement is hereby amended as follows:
 - a. Section 3. Consideration is amended to increase the maximum compensation payable under this Agreement from **\$2,800,000** to **\$3,400,000.00**.
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.

4. **County Data.** This information is requested pursuant to ORS 305.385.

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 and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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 for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

9/7/2022
Date

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____