

10/19/2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Grant Agreement with the Oregon Department of Human Services for the Senior Health Insurance Benefits Assistance Medicare Improvements for Patients and Providers Act Program. Amendment value is \$8,500 for one year, agreement value is increased to \$16,901 for 2 years. Funding is through the Oregon Department of Health and Human Services. No County General Funds are involved.

Previous Board Action/Review	Original Agreement Approved - 20230511 II.C.5 Briefed at Issues – 10/17/23		
Performance Clackamas	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.		
Counsel Review	Yes - AN 9/26/23	Procurement Review	No
Contact Person	Brenda Durbin, Director	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of the revenue grant amendment from the Oregon Department of Human Services in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program. This Agreement extends funding for one year to educate Medicare beneficiaries about public benefits and enroll those eligible in limited Income Subsidy for Part D and Medicare Savings Programs. Clackamas County will develop and enhance Medicare Savings Program (MSP) and Part D Low-Income Subsidy (LIS) outreach and application assistance efforts in partnership with the state.

The goal of this project is to reach low-income and hard-to-reach Oregonians who are likely eligible for but not receiving MSP or LIS benefits. In Fiscal Year 2023, 23 trained and certified volunteer SHIBA Counselors participated in 597 one-on-one counseling sessions included MIPPA education and 15 MIPPA Outreach events.

Last year a 74-year-old resident of rural Clackamas County attended an in-person counseling event during the Medicare Open Enrollment Period. He had accessed little medical care since retiring and he had increasing medical needs as he aged. However, he had never enrolled

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in Medicare Part B. Typically, late enrollment in Medicare Part B incurs a late-enrollment penalty. He wouldn't have been able to enroll in Part B until the General Enrollment Period starting in January, and he would have incurred a lifetime late enrollment penalty which would be on top of the cost of the Part B premium. However, one of the Clackamas County Certified SHIBA Counselors screened this individual for the Medicare Savings Program and, because of his low monthly income, the cost of his Part B premium was covered and the late enrollment penalty was waived. The level of assistance he qualified for also covered his deductibles and copays, making health care much more accessible for this Clackamas County resident.

RECOMMENDATION: Staff recommends the Board approve this Amendment to an Intergovernmental Grant Agreement and authorize the Chair to sign on behalf of the County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Health, Housing & Human Services



Grant Agreement Number 177970

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **1** to Grant Agreement Number **177970** 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
Health, Housing and Human Services Department, Social Services Division
2051 Kaen Road
P.O. Box 2950
Oregon City, OR 97045
Attention: Tonia Hunt
Telephone: 503-310-1647
E-mail address: thunt@clackamas.us**

hereinafter referred to as “**Recipient.**”

RECITALS

WHEREAS, ODHS and Recipient entered into that certain Agreement number **177970** effective on September 1, 2022 incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and Recipient intended to amend the Agreement to extend its effectiveness through August 31, 2023

WHEREAS, the proposed amendment number **1** 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 August 31, 2023 in accordance with its terms;
and

WHEREAS, ODHS and Recipient desire to reinstate the Agreement in its entirety as of August 31, 2023, and to amend the Agreement (once reinstated) to extend its effectiveness through August 31, 2024 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 to the following:

REINSTATEMENT

1. **Reinstatement.** ODHS and Recipient hereby reinstate the Agreement in its entirety as of **August 31, 2023** 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 Recipient further agree that, upon the amendment of **Section 1., “Effective Date and Duration”** of the Agreement pursuant to Section 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.

AMENDMENT

2. **Amendment.** ODHS and Recipient hereby amend the Agreement as follows.
 - a. The parties acknowledge and agree that, effective August 7, 2020, all references to Department of Human Services shall mean Oregon Department of Human Services and all references to DHS shall mean ODHS.
 - b. **Recipient contact person** is hereby amended to read as Tonia Hunt, phone number 503-310-1647.
 - c. **Section 1., “Effective Date and Duration.”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Effective Date and Duration. This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” may start on September 1, 2022, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~August 31, 2023~~ **August 31, 2024**. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by Recipient that has not been cured.
 - d. **Section 3., “Grants Disbursement Generally.”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$8,401.00~~ **\$16,901.00**. 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.
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 undersigned 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 Section 5.a. “Recipient Information” of the original Agreement, as amended 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 connected with the program(s) funded by this grant 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’s Federal Employer Identification Number (FEIN) or Social Security Number (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.

5. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient 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: _____ EComfort@Clackamas.us _____
Telephone: _____ (503) 742-5400 _____ Fax: _____ (503) 742-5401 _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: _____ County is self-insured _____
Policy #: _____ Expiration Date: _____

The remainder of this page intentionally left blank

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.

6. Signatures.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

Approved to Form:  09/26/2023

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Oregon Department of Justice

Date