

September 12, 2024

Board of County Commissioners
Clackamas County

Approval of Amendment #1 to an Intergovernmental Grant Agreement with the Oregon Department of Health and Human Services for the Oregon Senior Medicare Patrol State Project Grant for Medicare consumer education. Amendment value is \$19,500 for 1 year. Agreement value is \$38,000 for two years. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|--------------|
| Previous Board Action/Review | Original agreement Approved 11/30/23, I.C.1 Briefed at Issues – 9/10/24 | | |
| 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 | Procurement Review | No |
| Contact Person | Brenda Durbin, Director | Contact Phone | 503-655-8641 |

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services Department requests approval of an amendment to a revenue grant agreement from the Oregon Department of Health and Human Services in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program for the Senior Medicare Patrol (SMP) State Project Grant for Medicare consumer education. SHIBA is designed to educate seniors and other Medicare recipients about their rights, resources, and needs relating to Medicare and other health insurance.

During FY 23/24, 441 Medicare beneficiaries were educated about Medicare Fraud Prevention during individual counseling sessions conducted by 20 Certified SHIBA counselors. During that same period, Clackamas County participated in 39 outreach events featuring Medicare Fraud Prevention education and materials, reaching 1020 additional individuals.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this amendment to the agreement (11381) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

For Filing Use Only

Healthy Families. Strong Communities.

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

www.clackamas.us



Grant Agreement Number 180655

**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 **180655** 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, POB 2950
Oregon City, Oregon 97045
Attention: Tonia Hunt
Telephone: 503.310.1647
E-mail address: THunt@clackamas.us**

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

1. This amendment shall become effective on the last date all required signatures in Section 6., below have been obtained.
2. The Agreement is hereby amended as follows:
 - a. **Section 3. “Grant Disbursement Generally.” only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.****
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$18,500.00~~ **\$38,000.00.** ~~based on Year 1 (6/1/23-5/31/24) budget only.~~ 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 2 “Disbursement and Financial Reporting” Section 1.a. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- a. During the period specified in Section 1., “Effective Date and Duration”, of this Agreement, ODHS will disburse to Recipient, a maximum not-to-exceed amount as specified in Section 3., “Grant Disbursement Generally” of this Agreement.**
- (1) Year 1 budget (6/1/2023 – 5/31/2024) not-to-exceed \$18,500.00.**
- (2) Year 2 budget (6/1/2024 – 5/31/2025) not-to-exceed \$19,500.00.**
- 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.**
- 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under the Agreement;
- 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 with this Agreement, 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

Street address: _____ 2051 Kaen Road _____

City, state, zip code: _____ Oregon City, OR 97045 _____

Email address: _____ FinanceGrants@clackamas.us _____

Telephone: _____ () _____ Fax: _____ () _____

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: _____ self-insured _____

Policy #: _____ Expiration Date: _____

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 Acting by and through its
Health, Housing and Human Services Department, 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:

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

Oregon Department of Justice

Date

Approved as to form:



08/20/2024

Assistant County Counsel