

April 4, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 to a Revenue Intergovernmental Agreement with the State of Oregon for the Operation of Community Developmental Disability Program Services. Amendment value is \$293,450.50. Agreement value increased to \$29,688,449.50 for 2 years. Funding is through Federal Medicaid Funds and State General Funds. No County General Funds are involved.

Previous Board Action/Review	09/16/2021, IGA Approval of Base funding FY 21-23 08/03/2023, Original IGA approved 04/04/2024, Briefed at issues		
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 children and adults.		
Counsel Review	Yes – SF 3/6/24	Procurement Review	No
Contact Person	Brenda Durbin	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Clackamas County Social Service Division of the Department of Health, Housing & Human Services requests the approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for operation of the Community Developmental Disability Services Program.

This agreement provides the base funding for services to intellectually and/or developmentally disabled children and adults residing in Clackamas County. Through this agreement, the Clackamas County Developmental Disabilities Services Program (CDDP) will provide local administration, case management, and abuse investigation services to Clackamas County residents. The CDDP will continue improving, increasing, and expanding access to Intellectual/Developmental Disability (I/DD) services for individuals.

Amendment #1 adds Exhibit I: ARPA Innovative Infrastructure Funding and adds \$293,450.50 for a total agreement value of \$29,688,449.50. The ARPA funds are in response to the negative impact of COVID-19 faced by Case Management Entities. The State of Oregon is awarding this one-time American Rescue Plan Act (ARPA) funding for developing infrastructure at the local level. The CDDP will improve, increase and expand the access to I/DD services for individuals.

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

Respectfully submitted,

Rodney A. Cook

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

Healthy Families. Strong Communities.

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www.clackamas.us/socialservices



Agreement Number 180274
OregonBuys PO # 10000-00026351
eXPRS Contract Number 157818

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY DEVELOPMENTAL DISABILITIES
PROGRAM SERVICES**

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 **01** to Agreement Number **180274** and **PO-10000-00026351** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Clackamas County
2051 Kaen Road
PO Box 2950
Oregon City, Oregon 97045
Attention: Rod Cook, Kim Cota, Stacie Mullins
Telephone: (503) 655-8640**

E-mail address: rodcoo@clackamas.us, kcota@clackamas.us, staciemul@clackamas.us

hereinafter referred to as “**County**” or “**CDDP**”.

1. This amendment shall become effective on the last date all required signatures below have been obtained.
2. Section 2 “Agreement Documents, Order of Precedence” is amended to include an additional Exhibit: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. **Section 2, “Agreement Documents, Order of Precedence.”**, is hereby amended as follows:
 - a. This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;

Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
<u>Exhibit I:</u>	<u>ARPA Innovative Infrastructure Funding</u>
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence.

- (1) This Agreement without exhibits;
- (2) Exhibit F: Federal Terms and Conditions;
- (3) Exhibit H Part 1: Privacy and Security Agreement;
- (4) Exhibit H Part 2: Third Party Information System Access Request;
- (5) Exhibit E: Standard Terms and Conditions;
- (6) Exhibit A: Definitions;
- (7) Exhibit B Part 1: Operations and Administration Terms and Conditions;
- (8) Exhibit B Part 2: Service Element Standards and Procedures;
- (9) Exhibit B Part 3: Financial Terms and Conditions;
- (10) Exhibit C: Special Terms and Conditions;
- (11) Exhibit D: General Terms and Conditions;
- (12) Exhibit I: ARPA Innovative Infrastructure Funding**
- (13) Exhibit G Part 1: Required Subcontractor Provisions;
- (14) Exhibit G Part 2: Subcontractor Insurance Requirements;
- (15) Attachment #1: Days and Hours of Operation;
- (16) Attachment #2: Subcontractor Disclosures Report.

- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

3. For Services provided on and after the effective date of this amendment, **Exhibit I, ARPA Innovative Infrastructure Funding**, is hereby added, as set forth in **Exhibit I**,

ARPA Innovative Infrastructure Funding, attached hereto and incorporated herein by this reference.

4. 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.
5. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned 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 Section 5.a. “County Information” of the original Agreement, 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 Non-procurement 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’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

6. 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 Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Grant, AAG on 02/20/2024.

Oregon Department of Justice

Date

Exhibit I
ARPA Innovative Infrastructure Funding

1. Background.

In response to the negative impact of the COVID-19 pandemic faced by ODDS Case Management Entities (“CMEs”) ODDS is awarding this one-time American Rescue Plan Act (ARPA) funding for developing infrastructure at the local level. CDDP is currently contracted to provide direct case management to Individuals receiving ODDS services under this Agreement.

Specific duties include improving, increasing, and expanding access to Individuals with Developmental Disabilities (“IDD”) services for Individuals.

2. Program Description.

This is the second phase of funding for the ARPA CME Innovative Infrastructure grants originally awarded in September 2022.

Effective upon execution of this Agreement amendment CDDP shall conduct the following activities to develop infrastructure at the local level:

- a. Hire two limited duration staff for provider support initiative to fill the role as a Provider coordinator whose responsibilities include, but are not limited to, the following activities:
 - i. Develop culturally and linguistically responsive trainings and training materials for residential and foster home Providers;
 - ii. Coordinate trainings for residential and foster home Providers in order to understand roles and responsibilities;
 - iii. Coordinate residential and foster home Provider trainings on receiving referrals, placement matching and accessing resources to best meet Individual’s needs;
 - iv. Create plan for increased and improved communication and collaboration between CDDP staff and residential and foster home Providers; and
 - v. Provide technical assistance to residential and foster home Providers as needed.
- b. Requirement. For the purposes of this amendment outlined under Exhibit I and in addition to any other requirements imposed by this Agreement, CDDP shall return to ODDS any unspent funds at the time of final reporting through an accounts receivable request that will be sent from ODDS.
- c. In addition to any other limitations imposed by this Agreement, CDDP shall not:
 - i. Supplant existing funding and services that can be billed to Medicaid or other insurance.
 - ii. Use funds to pay for:
 - 1) Rent or subsidize direct housing,
 - 2) Capital expenses, or

- 3) Wage increases, outside of hiring limited duration staff as outlined in this Exhibit I.2.a.

3. Reporting. In addition to any other reporting requirements imposed by this Agreement:

- i. CDDP shall submit a **Summary Report** no later than September 30, 2024, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
 - 1) Progress to date on expectations
 - 2) Number and type of residential providers that received provider support
 - 3) A detailed list of expenditures to date, and,
 - 4) All materials developed to date in electronic format, if any.
- ii. CDDP shall submit a **Final Report** no later than March 1, 2025, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
 - 1) Progress to date on expectations,
 - 2) Number and type of residential providers that received provider support,
 - 3) A detailed list of expenditures to date, and
 - 4) All materials developed to date in electronic format, if any.
- iii. All reporting must be submitted to ODDSARPA.funding@odhsoha.oregon.gov.
- iv. ODDS reserves the right to recover all or partial funding awarded under this Agreement in the manner outlined in Exhibit B, Part 3, if reporting is not submitted by the due date or it is discovered that funding was not expended properly upon ODDS's review of reports. Failure to submit required reports and improper expenditure of funds will be considered when evaluating eligibility for future funding.
- v. CDDP must comply with all terms and conditions of this Agreement including but not limited to Exhibit B, Part 2, "Service Element Standards and Procedures", Section 9, "Special Projects" as amended.
- vi. The reporting requirements set forth in this section, and the right to recover funding if the report is not submitted by the due date or if funding was not expended properly, shall survive the expiration or termination of this Agreement.

4. Payment Provisions.

- a. The maximum not to exceed amount for Work completed under this Exhibit I is **\$293,450.50**.
- b. CDDP must submit an invoice to CAU.Invoice@odhsoha.oregon.gov to receive payments.
- c. Payments will be made within 45 days of receipt of ODDS receipt of accurate invoice in accordance with ORS 293.462.
- d. Payments will be made to CDDP as outlined in Exhibit B, Part 2, "Service Element Standards and Procedures", Section 7, "Special Projects" as amended.
- e. CDDP can invoice for payment as follows:

Deliverable	Time	Amount
Invoice	Upon execution of amendment of Exhibit I	\$293,450.50
Summary Report	September 30, 2024	
Final Report	March 1, 2025	
TOTAL		\$293,450.50

- f.** Failure to submit the **Final Report** will result in a full recovery of payment.