

May 16, 2024

Board of County Commissioners
Clackamas County

Approval of Amendment #3 increasing funding and duration of a Revenue Intergovernmental Agreement with the State of Oregon, for Medicare outreach services for older adults. Amendment value is \$19,500 for 1 year. Agreement value increased to \$100,500 for 5 years. Funding is through the federal Administration of Community Living. No County General Funds are involved.

Previous Board Action/Review	Original Agreement Approved – 10/1/2020 (signed by H3S Admin) Amendment #1 Approved - 9/22/2022 IV.E.2 Amendment #2 Approved – 9/07/2023 III.C.21 Briefed at Issues –5/14/2024		
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 Amendment #3 to an Intergovernmental Agreement with the State of Oregon to support Medicare outreach and public education efforts. The services include information, counseling, and assistance to seniors and other Medicare recipients regarding health insurance matters.

The SHIBA-SHIP program is designed to educate seniors and other Medicare recipients about their rights, resources, and needs regarding Medicare and other health insurance. The program provides education through the fraud hotline, SHIBA helpline, and at public group presentations.

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Healthy Families. Strong Communities.

In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events at locations such as low-cost housing units.

RECOMMENDATION: The Staff respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement Amendment and authorize the Chair Smith to sign on behalf of the County.

Respectfully submitted,

Rodney A. Cook

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



Agreement Number 170616

**REINSTATEMENT AND AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 reinstatement of and amendment number **03** to Agreement Number **170616** is made and entered into as of the date of the last required signature below by and 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
Clackamas County Social Services Division
Volunteer Connection
2051 Kaen Rd, PO Box 2950,
Oregon City, OR 97045
Attention: Tonia Hunt
Phone: **503.310.1647** 503.894.0968
Email: **thunt@clackamas.us**

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

RECITALS

WHEREAS, ODHS and County entered into that certain Agreement number **170616** effective on April 1, 2020 incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through March 31, 2025;

WHEREAS, the proposed amendment number **03** 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 March 31, 2024 in accordance with its terms; and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of March 31, 2024, and to amend the Agreement (once reinstated) to extend its effectiveness through March 31, 2025, 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 as follows:

REINSTATEMENT

1. **Reinstatement.** ODHS and County hereby reinstate the Agreement in its entirety as of **March 31, 2024** 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 County further agree that, upon the amendment of **Section 3. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 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 3. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

AMENDMENT

2. **Amendment.** ODHS and County hereby amend the Agreement as follows.
 - a. County contact information to read as shown above: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - b. **Section 3., “Effective Date and Duration”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

3. Effective Date and Duration.

The Agreement shall be effective retroactively to April 1, 2020, and terminates on March 31, ~~2025~~ 2024, unless terminated earlier in accordance with Section 16.

This Agreement may be extended if the grant period is extended or for additional grant years and/or funds.

- c. **Section 6., “Compensation and Payment Terms”, Subsection 6.1 only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

6. Compensation and Payment Terms

6.1 In consideration for County performing the work set forth in Exhibit A, ODHS agrees to pay County as follows:

The maximum cumulative not-to-exceed amount for this Grant is ~~\$81,000.00~~ **\$100,500.00**. Funding for future years is dependent on ODHS receiving grant awards from ACL.

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 Reinstatement and 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) the 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 connected with the Services provided under 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.** 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.

5. Signatures.

**Clackamas County acting by and through its
Social Services Division**

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:



Clackamas County Counsel

04/16/2024

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)(a)

Oregon Department of Justice

Date