

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 of a Revenue Intergovernmental Agreement with
Oregon Department of Human Services,
Office of Vocational and Rehabilitation Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$700,000 to the current \$300,000 contract value. This is a revenue agreement with \$1,000,000 maximum value.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on September 30, 2020.
Strategic Plan Alignment	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
Previous Board Action	Previous Board Action on September 27, 2018. Agenda item 092718 – A6
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	7427_03

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Amendment #3 to the Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services (OVRs).

This agreement provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis. Amendment #2 was previously reviewed by the Board of County Commissioners on September 27, 2018 to extend the duration of the agreement to September 30, 2020, and Amendment #3 changes the total compensation amount to \$1,000,000 for the duration of the agreement with the new termination date.

County Counsel reviewed this document on October 11, 2018. No County General Funds are involved. Amendment #3 is effective upon signature and terminates on September 30, 2020.

RECOMMENDATION:

Staff recommends the Board's approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services



DHS Agreement Number 149599
County Agreement Number 7427_03

**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 **03** to Agreement Number **149599** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
acting by and through its Department of Health, Housing and Human Services
Health Centers Division
2051 Kaen Rd., Suite 637
Oregon City, Oregon 97045
Attention: Ed Johnson
Telephone: (503) 742-5325
Facsimile: (503) 742-5352
E-mail address: ejohnson@co.clackamas.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. **Section 3. "Consideration.", Subsection a., only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$300,000.00~~ **\$1,000,000.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

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 amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this 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 Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County acting by and through its Department of Health, Housing and Human Services Health Centers Division

By:

	Richard Swift
Authorized Signature	Printed Name
Director	
Title	Date

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

By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Jeff Wahl Senior Assistant Attorney General, approval via email on 10/3/2018

	Date
Department of Justice	