

COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Amendment #1 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Medicaid Services

Purpose/Outcomes	In order to minimize the disruption of services, this agreement extends the current Healthy Families <i>Medicaid</i> agreement to September 30, 2015. Healthy Families program provides safety screens and intensive home visiting services to high risk families in Clackamas County. An expected outcome associated with this program is that 97% of the children receiving intensive home services will be free from abuse and neglect.
Dollar Amount and Fiscal Impact	The total dollar amount awarded under this agreement is \$225,000 which includes an increase of \$25,000 to cover expenses for July, August & September of 2015. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs. County shall reimburse Agency 50% of this amount for the State match portion. No County General funds are involved.
Funding Source	Oregon Department of Education, Early Learning Division
Safety Impact	N/A
Duration	Effective upon signature of all parties and terminates on September 30, 2015
Previous Board Action	Original Agreement was approved on June 6, 2013 #060613-A4 by the Board of Commissioners
Contact Person	Rodney A. Cook
Contract No.	7236

BACKGROUND:

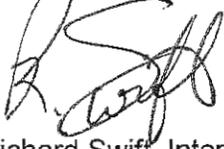
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval to Amendment #1 of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for operation of the Healthy Families Program. Services to be provided under this contract include: Intensive home visiting services, parent training, linkages to positive support groups and primary health care, operation of BabyLink referral service. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.

This amendment is to extend the agreement thru September 30, 2015. The original contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment to the Intergovernmental Agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible printed name.

Richard Swift, Interim Director

**OREGON DEPARTMENT OF EDUCATION EARLY LEARNING DIVISION 2013-2015
COUNTY HEALTH FAMILIES OREGON
MEDICAID ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT #9749 or CLAC1315 AMENDMENT #1
"HEALTHY START AGREEMENT"**

This is Amendment No. 1 to ODE Agreement No. 9749 or CLAC1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency) and **Clackamas County** ("County") a political subdivision of the State of Oregon. The Agreement is dated June 20, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Agreement is hereby amended as follows with new language indicated by underlining and **[deleted language is indicated by brackets]**:

A) Section 1, "AGREEMENT" is revised as follows:

This Agreement is effective on July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on [June 30, 2015] **September 30, 2015.**

Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2013.

B) Section 3, "CONSIDERATION", subsection B, is revised as follows:

Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is [\$200,000] **\$225,000.** County shall reimburse Agency 50% of this amount for the State match portion.

C) Section 3, "CONSIDERATION" subsection G, is revised as follows:

County shall send itemized invoice to the following Agency supervising representative:

Attn: [Serena Harris] Erin Deahn
Early Learning Division
[Contracts and Procurement Office] Oregon Department of Education
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

D) Section 9, "Notice" is revised as follows:

Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile will be effective on the day on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's [Office of Contracts and Procurement at (503) 373-1283] Office of Finance and Administration, Procurement Services Unit at (503) 947-5881.

To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Early Learning Division Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: **Early Learning Division**
[Contracts and Procurement Office] Oregon Department of Education
Office of Finance and Administration
Procurement Services Unit
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

Notices to County: **Clackamas County**
Children, Youth & Families Division
Public Service Building, 2nd Floor
2051 Kaen Rd
Oregon City, OR 97045-4035

3 Except as expressly amended above, all other terms and conditions of original Agreement 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.

COUNTY, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES COUNTY HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

COUNTY

By:	Title:	Date:
Printed Signature	E-Mail Address:	

AGENCY

Authorized Signature:	Title:	Date:
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FAXED OR ELECTRONIC SIGNATURES ARE ACCEPTABLE