

July 23, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) #148674  
with the State of Oregon, Department of Human Services (DHS),  
for the Operation of the JOBS Program

<b>Purpose/Outcomes</b>	This IGA will continue the Job Opportunity and Basic Skills (JOBS) Program in the County
<b>Dollar Amount and Fiscal Impact</b>	The total amount of this agreement is \$871,531 in revenue
<b>Funding Source</b>	Funding is from the State of Oregon Department of Human Services. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on July 23, 2009 - agenda item #072309-A7
<b>Contact Person</b>	Lori Mack 503-655-8843
<b>Contract No.</b>	CSCC 7300

**BACKGROUND:**

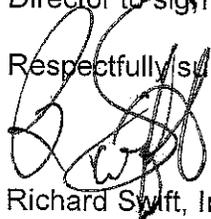
Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon DHS-Self Sufficiency program. CSCC will continue responsibility for service management to DHS referred clientele. Contract requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment placement.

The agreement provides \$871,531 Revenue for FY 15/16. This agreement is effective July 1, 2015 and terminates on June 30, 2016. No County General Funds are involved. County Counsel last reviewed and approved the IGA July 21, 2009.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

*Healthy Families. Strong Communities.*

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

www.clackamas.us

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**Agreement Number IGA # 148674**

**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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Community Solutions for Clackamas County (CSCC)  
112 11<sup>th</sup> Street  
Oregon City, OR 97045  
Contact: Maureen Thompson  
Telephone: (503) 655-8842  
Facsimile: (503) 655-8841  
E-mail address: [mautho@co.clackamas.or.us](mailto:mautho@co.clackamas.or.us)**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to DHS'

**Self Sufficiency Program (SSP), District 15  
315 S. Beavercreek Road  
Oregon City, OR 97045  
Agreement Administrator: Mary Clark or delegate  
Telephone: (971) 673-7321  
Facsimile: (971) 673-7381  
E-mail address: [mary.s.clark@state.or.us](mailto:mary.s.clark@state.or.us)**

### 1. Effective Date and Duration.

This Contract, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Contract has been approved by the Department of Justice or July 1, 2015 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on June 30, 2016. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

### 2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work – Definitions
- (2) Exhibit A, Part 2: Statement of Work – General Requirements
- (3) Exhibit A, Part 3: Statement of Work – Services
- (4) Exhibit A, Part 4: Statement of Work – Performance Requirements
- (5) Exhibit A, Part 5: Payment and Financial Reporting
- (6) Exhibit A, Part 6: Special Terms and Conditions
- (7) Exhibit B: Standard Terms and Conditions
- (8) Exhibit C: Subcontractor Insurance Requirements
- (9) Exhibit D: Required Federal Terms and Conditions
- (10) Exhibit E: Business Plan

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 each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C and E.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

### 3. Consideration.

- a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$871,531.00**. DHS will not pay Agency 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.
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

### 4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Agency is a sub-recipient  Agency is a vendor  Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558

**5. Agency Data and Certification.**

- a. **Agency Information.** Agency shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Agency Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd.

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

Email address: \_\_\_\_\_

Telephone: (503) 655-8842 Facsimile: (503) 655-8841

Federal Employer Identification Number: 93-6002286

**Proof of Insurance:**

Workers' Compensation Insurance Company: self insured

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by DHS or DHS designee.

**b. Certification.** The Agency 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 Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency 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. Agency 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 Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

- (1) The information shown in this Section 5., Agency Data and Certification, is Agency's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Agency 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;
- (3) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by

the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (4) Agency 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/portal/public/SAM/>; and
  - (5) Agency is not subject to backup withholding because:
    - (a) Agency is exempt from backup withholding;
    - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends;  
or
    - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

**AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**AGENCY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Community Solutions for Clackamas County (CSCC)**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Department of Human Services**

**By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

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/s/ Jeffrey J. Wahl, via email		6/30/2015
Senior Assistant Attorney General		Date

**Office of Contracts and Procurement:**

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Contract Specialist		Date
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