

COPY

Richard Swift, Director

November 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 1 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the operation of the Oregon Food Stamp Employment and Training Program (OFSET)

Purpose/Outcomes	To continue operating the OFSET Oregon Food Stamp Employment and Training Program.
Dollar Amount and Fiscal Impact	This amendment provides an additional \$129,805 in revenue for a new agreement total of \$283,201.
Funding Source	State of Oregon. No County General Funds are involved.
Duration	Effective October 1, 2015 and terminates on November 15, 2016
Previous Board Action	The original contract was approved by the Board of County Commissioners on October 25, 2012 - agenda item #102512-A5
Contact Person	Lori Mack, phone 503-655-8843
Contract No.	CSCC 6958

BACKGROUND:

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for the continued responsibility of service management to referred clientele. The amendment requirements include conducting a weekly job search information session, monitoring clients work search, issuance of support services, and staffing the career center to assist adult clients receiving SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps) with employment placement.

This contract has been reviewed and approved by County Counsel on October 15, 2012.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services



Agreement Number 146952

**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 **01** to Agreement Number **146952** 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 Community Solutions for Clackamas County
112 11th Street
Oregon City, OR 97045
Telephone: (503) 655-8843
Facsimile: (503) 655-8841
E-mail address: lorimac@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 **1. "Effective Date and Duration"** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

This Agreement shall become effective on **October 1, 2014**, regardless of the date it has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~November 15, 2015~~ **November 15, 2016**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

- b. 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**.
- The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is ~~\$153,396.00~~ **\$283,201.00**. 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.
- c. **EXHIBIT A, Part 1 Statement of Work**, Section 7, subsection a., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. In the performance of the Work required under this Agreement, County shall strive to attain the targeted number of OFSET clients served, in accordance with the approved criteria.
- (1) For the period October 1, 2014 – September 30, 2015: 774 clients to be served.
- (2) ~~Reserved.~~ **For the period October 1, 2015 – September 30, 2015: 1,320 clients to be served.**
- d. **EXHIBIT A, Part 1 Statement of Work**, Section 7, subsection c., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- c. In the provision of Work required under this Agreement, Agency shall report all known OFSET client placements, in accordance with the job placement criteria in Section 6, “Performance Reporting.” Agency shall strive to attain the targeted number of OFSET client placements.
- (1) For the period October 1, 2014 - September 30, 2015: 99 client placements.
- (2) ~~Reserved.~~ **For the period October 1, 2015 – September 30, 2016: 456 client placements.**
- e. **EXHIBIT A, Part 2 Payment and Financial Reporting**, Section 1 Payment Provisions to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. County shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3, “Consideration”, and the amount assigned for the Budget Category for the Service year as specified below:

FFY15 – Beginning October 1, 2014 and ending September 30, 2015

<u>Budget Category</u>	<u>Amount</u>
Program	\$ 64,797.00
Administrative	\$ 7,200.00
Subtotal	\$ 71,997.00
Support Services	\$ 81,399.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$153,396.00

FFY16 – Beginning October 1, 2015 and ending September 30, 2016

<u>Budget Category</u>	<u>Amount</u>
Program	\$ 80,836.00
Administrative	\$ 7,000.00
Subtotal	\$ 87,836.00
Support Services	\$ 41,969.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$129,805.00

County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

- b. The ~~monthly~~ **quarterly** County invoice shall be accompanied by the “SNAP Employment and Training Billing Form” Exhibit E Part 1 included as part of this Agreement, and shall contain detailed, accurate and timely information summarizing County Services provided to DHS OFSET clients during the ~~month~~ **quarter** for which County is submitting the ~~monthly~~ **quarterly** billing invoice. The ~~monthly~~ **quarterly** County Service report shall provide the information on the number of DHS clients served by County during the course of the Service ~~month~~ **quarter**. **At the request of DHS, County shall provide a monthly breakdown of its quarterly invoice.**

Service Quarter	Billing for services rendered in the following months:	Invoices & Reporting Outcomes due no later than:
First Quarter	October, November, & December 2015	1/30/2016
Second Quarter	January, February, & March 2016	4/30/2016
Third Quarter	April, May, & June 2016	7/30/2016
Fourth Quarter	July, August, & September 2016	11/14/2016

- c. A list of Support Service payments will be maintained by County, supporting the actual cost reimbursement information for the Support Service section of the billing form. The information will include the client name, type of payment, and amount.
- d. Invoices shall be submitted within 30 days after the end of the Service ~~month~~ **quarter**. For the final **or fourth** invoice ~~for~~ **of** the fiscal period, the **quarterly** invoice must be submitted within 45 **calendar** days.

e. Administrative Costs

Under this Agreement, the County's general organizational administrative costs are allowable and may include such indirect as: fiscal agent or controller costs; staff development and recruitment; salary, benefits, services and supplies for executive and administrative personnel; computer costs which are not essential to direct service delivery; and costs for consultants who are not used to enhance direct service delivery. The total amount of administrative costs must not exceed the Administrative budget specified above.

f. County shall submit ~~monthly~~ **quarterly** County invoices and the SNAP Employment and Training Billing Form to:

Alma Estrada, SNAP Unit
Department of Human Services
500 Summer Street NE, E48
Salem, Oregon 97301-1066
Phone: (503) 945-5826
Fax: (503) 373-7032
Email: alma.r.estrada@state.or.us

g. County shall submit the reports required under this Agreement, and a copy of the ~~monthly~~ **quarterly** invoices to the DHS employee assigned to monitor Agreement compliance and act as the local DHS District contact on matters concerning this Agreement.

Mary Clark
SDA 15
315 S. Beaver Creek Road
Oregon City, Oregon 97045
Phone: (971) 673-7321
Fax: (971) 673-7301
Email: mary.s.clark@state.or.us

h. County employee responsible for monitoring the performance of the Services under this Agreement shall be:

Lori Mack
Community Solutions for Clackamas County
112 11th Street
Oregon City, Oregon 97045
Phone: (503) 655-8843
Fax: (503) 655-8841
Email: lorimac@co.clackamas.or.us

- f. **EXHIBIT D Required Federal Terms and Conditions**, Section 7 Audits, is hereby superseded and restated in its entirety, as of the Effective Date of this Amendment, as set forth below.
 - a. Agency shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Agency expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Agency expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Agency is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
 - g. **EXHIBIT E Part 1, SNAP Employment and Training Billing Form** is hereby incorporated into this Agreement and amended to add the billing form for FFY 2016, as set forth in **EXHIBIT E Part 1, "SNAP Employment and Training Billing Form"**, attached hereto.
 - h. **EXHIBIT E Part 2, SNAP Employment and Training Service Plan** is hereby incorporated into this Agreement and amended to add the service plan for FFY 2016, as set forth in **EXHIBIT E Part 2, "SNAP Employment and Training Service Plan"**, attached hereto.

3. **Certification.**

- a. 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. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

- (2) 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;
 - (3) County and County'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) 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/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) 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
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
 - c. 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. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 112 11th St.

City, state, zip code: OREGON CITY, OR 97045

Email address: Lori.Made@co.clackamas.or.us

Telephone: (503) 655-8843 Facsimile: (503) 655-8871

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: SELF INSURED

Policy #: N/A Expiration Date: N/A

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

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

Clackamas County
Acting by and through its Community Solutions for Clackamas County
By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon, acting by and through its Department of Human Services
By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)
Assistant Attorney General _____ Date

Office of Contracts and Procurement:

Contract Specialist	Date
---------------------	------