

January 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 2 of the Intergovernmental Agreement with Oregon Department of Human Services for Strengthening, Preserving, Reunifying Families and In-home Safety and Reunification Services

Purpose/Outcomes	This amendment changes the contract amount, statement of work, and payment and financial reporting provisions for the Strengthening, Preserving, Reunifying Families (SPRF) and In-home Safety and Reunification Services (ISRS)
Dollar Amount and Fiscal Impact	\$1,825,336.06 (increase of \$1,137,775.56) None to County. No County General Fund Dollars involved and no match required.
Funding Source	Oregon Department of Human Services
Duration	Effective December 9, 2015 and terminates on June 30, 2017
Previous Board Action	071615-A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook Director 503-650-5677
Contract No.	CYF 7294

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of Amendment 2 to the IGA with Oregon Department of Human Services. Increased funding will add In-home Safety and Reunification Services and Family Strengths Needs Assessment to the Strengthening, Preserving, and Reunifying Families agreement through June 30, 2017.

No County General funds are involved in this contract. This contract has been reviewed and approved by County Counsel.

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 149188

**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 2 to Agreement Number 149188 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Children Youth & Family Division
2051 Kaen Road
Oregon City, Oregon 97045
503-650-5677
Fax: 503-650-5674
rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall become effective on the date this Amendment is approved by the Department of Justice, regardless of the date it is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. Section 3.a. **Consideration** to change the maximum not-to-exceed compensation from "\$687,560.50" to "\$1,825,336.06."
 - b. Exhibit A, Part 1, "**Statement of Work**," is hereby superseded and restated in its entirety, as set forth in Exhibit A, Part 1, "**Statement of Work**," attached hereto and incorporated herein by this reference.
 - c. Exhibit A, Part 2, "**Payment and Financial Reporting**," Section 1, "Payment Provisions," sub-section a. only as follows; language to be deleted or replaced is [~~bracketed and struck through~~]; **new language is bold and underlined:**

1. Payment Provisions:

- a. As consideration for the services provided by the County during the period specified in Section 1. Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. Consideration, to be paid as follows:

DHS will make payments to the County at the following rates:

- 1) For Navigator Services at the rate of \$544.04 [~~per served Client Family~~] per referral; **beginning December 9, 2015, Navigator will be paid at the rate of \$87.00 per hour.**
- 2) For Front End Intervention Services the rate of \$6,878.33 per month;
- 3) Parent Education & Coach at the rate of \$497.19 [~~per Client Family~~] per referral[~~; and~~]; **beginning December 9, 2015, Parent Education & Coach will be paid at the rate of \$62.11 per hour.**
- 4) For Sexual Assault Resource Center (SARC) Training at \$7,000.00 as a one-time payment.

Beginning December 9, 2015, DHS will make payments to the County at the following rates:

- 5) **Family Strengths and Needs Assessment will be paid at the rate of \$55.00 per hour.**
- 6) **In-Home Safety and Reunification (ISRS) will be paid at the rate of \$57,129.86 per month; and**
- 7) **Flexible Funds: County will administer support funds up to \$400.00 per Client Family for each ISRS program and each SPRF program.**
 - A) **Appropriate expenses include: housing, rent support, utilities or home repairs related to safety, transportation, minor care repairs, essential furnishings, sheets and bedding, clothing and diapers, baby gates, child safety seats, emergency food or other items deemed**

necessary for the minimum safety and well-being of the Client Family; and

B) County may request reimbursement of other expenses which must be prior approved by a DHS Program Manager.

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. Signatures.

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

Clackamas County

By:

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

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Jeffrey Wahl	December 9, 2015
Senior Assistant Attorney General	Date

Office of Contracts and Procurement:

Lyndell Troxell	Date
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