

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #145025, Amendment #2, with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium

Purpose/Outcomes	Social Services-Money Management Program, in partnership with members of the Metro Aging & Disabilities Resource Connection Consortium (ADRC), to coordinate the of expansion of Money Management program services to seniors and people with disabilities who are at least 60 years of age and have limited incomes and assets.
Dollar Amount and Fiscal Impact	The total agreement is \$217,241. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2015 through June 30, 2016
Previous Board Action	022717-A3 Original Agreement Approved 062614-A4 Amendment #1 Approved
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6570

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of Amendment #2 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program Regional Coordination. This amendment is retroactive to July 31, 2015. The Money Management Program (MMP) is a protective service for low income seniors and disabled adults who need help managing their finances. MMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. MMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

The four county members of the Metro ADRC Consortium (Clackamas, Columbia, Multnomah and Washington) continue to work in partnership to expand MMP in the region. Regional Coordination for

this project continues to be provided by Clackamas County Social Services MMP which will utilize its current organizational payee structure to move the expansion forward. This amendment provides funding to continue these efforts.

Social Services Division is the designated Regional Sponsor for the Metro ADRC Consortium designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division. This amendment increases the maximum funding from \$73,000 to \$217,241 for the duration of the project. The original agreement and this amendment were reviewed and approved by County Council. This amendment is on July 31, 2015 and terminates on June 30, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 145025



**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 Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and 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
Social Services Division
Attention: Brenda Durbin
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503)655-8640
Facsimile: (503) 650-5722
E-mail address: sbandes@co.clackamas.or.us**

hereinafter referred to as "County."

RECITALS

WHEREAS, DHS and County entered into that certain Agreement number **145025** effective on **February 28, 2014** incorporated herein by this reference (the Agreement);

WHEREAS, DHS and County intended to amend the Agreement to extend its effectiveness through **June 30, 2016**;

WHEREAS, the proposed amendment number **02** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on **July 31, 2015** in accordance with its terms; and

WHEREAS, DHS and County desire to reinstate the Agreement in its entirety as of **July 31, 2015**, and to amend the Agreement (once reinstated) to extend its effectiveness through **June 30, 2016**, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. **Reinstatement.** DHS and County hereby reinstate the Agreement in its entirety as of **July 31, 2015** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. DHS and County further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment:** The Agreement is hereby amended as follows:
 - a. **Section 1. "Effective Date and Duration"** only, is deleted in its entirety and restated as follows:
 1. **Effective Date and Duration**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **February 28, 2014**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 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 is amended to increase the current maximum not-to-exceed amount of **\$73,000.00** by **\$144,241.00** for a new maximum not-to-exceed amount of **\$217,241.00**.
 - c. Effective August 1, 2015 **EXHIBIT A-2 Part 1 Statement of Work**, is added to this Agreement and applies to the services provided from August 1, 2015 through expiration. Exhibit A, Part 1 Statement of Work applies to this Agreement for the period of February 28, 2014 through July 31, 2015.
 - d. Effective August 1, 2015 **EXHIBIT A Part 2 Statement of Work Payment and Financial Reporting**, is deleted in its entirety and restated as set forth in Attachment 2, **EXHIBIT A Part 2 Payment and Financial Reporting**, attached hereto..
 - e. Effective August 1, 2015, **EXHIBIT A Part 3 Statement of Work, Special Terms and Conditions, Section 4 Background Checks, and 5 Media Disclosure**, are deleted in their entirety and restated as follows:
 4. **Background Checks.**

The work under this Agreement by the County is subject to background check requirements through the DHS Background Check Unit, pursuant to

OAR 407-007-0200 through 407-007-0370, and as such rules may be revised from time to time:

- a. All employees of the County providing care or having access to clients, client information, or client funds, referred by DHS.
- b. All volunteers of the County providing care or having access to clients, client information, or client funds, referred by DHS.
- c. All subcontractors of the County providing care or having access to clients, client information or clients funds, referred to by DHS.

Background checks need to be completed annually or if there is a reason to believe a new check is needed per OAR 407-007-0220(4)(g), whichever occurs first.

Employees of County currently working with this program do not need to be re-checked until their annual check date.

Employees that move into working with OMMP clients and volunteers that are new to the program do need the background check requirements.

Employees, volunteers and subcontractors of the County providing care or having access to clients can complete required training, but are not allowed to begin working directly with clients, or have access to client funds or confidential information until their background check have cleared.

5. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
- a. All communications and marketing materials, including social media and web content, produced by the County for the OMMP under this contract, must be preapproved by the DHS Communications Office, the DHS Contract Administrator, and OMMP prior to release.
 - b. Any work as specified in a. above shall be done in accordance with the DHS Publication and Graphic Design Policy Number DHS-130-001 http://www.dhs.state.or.us/policy/admin/wpdt/130_001.htm
- f. **EXHIBIT D Required Federal Terms**, is deleted in its entirety and restated as set forth in Attachment 3, **EXHIBIT D “Required Federal Terms”** attached hereto.
- g. A required **Invoice and Service Reporting Form for Money Management** services is hereby included in this Amendment as an **Invoice and Service Reporting form**, set forth in Attachment 4.

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.

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5. Signatures.

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:

Mark Williams, Attorney in Charge Business Transaction Section via email		1/26/2016
Assistant Attorney General		Date

Contract Verification Form in file signed by Julie A. Jacobs, APD Delegate		1/27/2016
Authorized Signature	Title	Date

Office of Contracts and Procurement:

Contract Specialist		Date
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