

July 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #145025, Amendment #3, with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide Money Management program services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$322,241. 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, 2016 through June 30, 2017
Previous Board Action	022717-A3 Original Agreement Approved 062614-A4 Amendment #1 Approved, 021816-A6 Amendment #2 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 #3 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 1, 2016. The Money Management Program (MMP) is a protective service for 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.

This project continues to be provided by Clackamas County Social Services MMP which will utilize its current organizational payee structure to continue moving this expansion forward. This amendment provides funding to continue these efforts; opening the program to all who need money management assistant.

Social Services Division is the designated Regional Sponsor for Clackamas County as designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division. This amendment increases the maximum funding from \$217,241 to \$322,241 for the duration of the project. The original agreement and Amendment #2 were reviewed and approved by County Council. This amendment is effective as of July 1, 2016 and terminates on June 30, 2017.

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 and 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 is amendment number 03 to Agreement Number 145025 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Social Services Division
2051 Kaen Road
PO Box 2950
Oregon City OR 97045
Attn: Brenda Durbin
Voice: 503-655-8640
Email: brendadur@co.clackamas.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on July 1, 2016 when 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:
 - i. Section 1. "Effective Date and Duration" only, is deleted in its entirety and restated as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

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~~ **June 30, 2017.** 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.

- ii. Section 3, Consideration, subsection a, only is amended to increase the current maximum not-to-exceed amount of \$217,241.00 by \$105,000.00 for a new maximum not-to-exceed amount of \$322,241.00.
- iii. For the period beginning July 1, 2016 through Contract expiration Exhibit A, Part 1, Statement of Work is amended as described in the attached Attachment #1. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- iv. For the period beginning July 1, 2016 through Contract expiration Exhibit A, Part 2 Payment and Financial Reporting is amended as described in the attached Attachment #2. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (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.

5. Signatures.

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

County: 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:

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

Program Office Review:

Approved via email for signature routing by OCP	June 22, 2016
Deborah White for Julie Jacobs	Date

Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
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