

September 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment # 2 for an Intergovernmental Agreement with
the State of Oregon, Department of Human Services, Office of Child Welfare Programs
for Alcohol and Drug screening to Child Welfare Parents

Purpose/Outcomes	This agreement provides a Certified Alcohol and Drug Counselor to provide comprehensive Alcohol and Drug screening to Child Welfare parents off site at the Child Welfare DHS office in Oregon City.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is increased by \$123,720 to an amended value of \$309,300 revenue
Funding Source	Oregon Department of Human Services - No County General Funds are involved.
Safety Impact	None
Duration	Effective October 1, 2014 and terminates September 30, 2018
Previous Board Action	The Board of County Commissioners reviewed and approved Amendment #1 of this agreement on September 18, 2014 agenda item A-3
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – (503)742-5305
Contract No.	6456

BACKGROUND:

Clackamas County Health, Housing and Human Services Behavioral Health Division will provide a Certified Alcohol and Drug Counselor (CADC) who facilitates comprehensive alcohol and drug screens for State DHS child welfare parents. In addition to the screens, the services include case management and support for child welfare parent to help stabilize the family.

Amendment # 2 extends the initial agreement for two years and adds appropriate funding.

This is a revenue agreement. The value of Amendment # 2 is \$123,720 increasing the total agreement to \$309,300. The amendment is effective October 1, 2016 and terminates September 30, 2018. County Counsel approved the amendment on September 7, 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



Agreement Number 143986

**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 143986 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County Behavioral Health
2051 Kaen Road Suite # 367
Oregon City, OR 97045
Telephone: 503 / 742-5305
Facsimile: 503 / 742-5311-5642
Contact Person: Mary Rumbaugh
E-mail address: Maryrum@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 Administrative Services and Department of Justice.
2. The Contract is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. Section 1 “**Effective Date**” ending date is amended from ~~September 30, 2016~~ to **September 30, 2018**.
 - b. Section 3 “**Consideration**” not to exceed amount is amended from \$185,580.00 to **\$309,300.00**.
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.

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): Errenco cuEqwv{ , Errenco cu'

Eqwv{ 'J gcnj .J qwvpi 'cpf 'J wo cp'Ugt xlegu/Dgj cxlot cniJ gcnj 'Fkkukp'

Street address: 4273"Mcgp" Tqcf "

City, state, zip code: Qtgi qp"Ekv{ .Qtgi qp"; 9267

Email address: r co grf qwB eq@errenco cuQt0wu

Telephone: (725) 944/7538"....."facsimile<725/964/7534

Federal Employer Identification Number: ; 5/82244: 8

Proof of Insurance:

Workers' Compensation Insurance Company: UGNH'P UWTGF

Policy #: _____ Expiration Date: _____

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

"

, pqv'krf "pco g'y kj "KU."lwv'k gpv'kpi "'Fkkukp"cpf "F gr ctvo gpv"

