

Clackamas County

Mary Rumbaugh Director

September 4, 2025	BCC Agenda Date/Item:		
Board of County Commissioners			

Approval of an Amendment to an Intergovernmental Grant Agreement with the Oregon Department of Health and Human Services for Medicare consumer education. Amendment Value is \$13,536 for 1 year. Total Agreement Value is \$51,536 for 3 years. Funding is through the Oregon Department of Health and Human Services. No County General Funds are involved.

Previous Board Action/Review	 Original Agreement November 30, 2023, Agenda Item 20231130 I.C.1 Amendment #01 September 12, 2024, Agenda Item 20240912 I.C.12 		
Performance Clackamas	This funding aligns with the County's Performance Clackamas goal to ensure safe, secure and livable communities.		
Counsel Review	Yes – Sarah Foreman	Procurement Review	No
Contact Person	Tracy Garell, Director	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services respectfully requests approval of amendment #02 to an Intergovernmental grant agreement from the Oregon Department of Health and Human Services in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program for the Senior Medicare Patrol (SMP) State Project Grant.

This amendment extends the grant by one year, providing funding through program year 2026. The SMP program is designed to deliver consumer education, helping seniors and other Medicare recipients understand their rights, available resources, and other needs and coverage options related to Medicare and other health insurance.

Amendment #02 extends the agreement by one year, providing funding through 2026.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the amendment (#11381) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,
Mary Rumbaugh

Mary Rumbaugh

Director of Health, Housing, and Human Services



Grant Agreement Number 180655

AMENDMENT TO STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number 2 to Grant Agreement Number 180655 between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and

Clackamas County acting by and through its
Health, Housing and Human Services Department, Social Services Division
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045

Attention: Tonia Hunt Telephone: 503.310.1647 E-mail address: THunt@clackamas.us

hereinafter referred to as "Recipient."

- 1. This amendment shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on June 1, 2025, shall be governed by the terms and conditions herein and any such expenses incurred by Recipient may be reimbursed once the amendment is effective.
- **2.** The Agreement is hereby amended as follows:
 - **a. Section 3. "Grant Disbursement Generally"** to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
 - 3. **Grant Disbursement Generally**. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$38,000.00 \$51,536.00. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

- b. For activities performed on and after the effective date of this amendment, Exhibit A, Part 2 "Disbursement and Financial Reporting" Section 1.a. only, to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>.
 - a. During the period specified in Section 1., "Effective Date and Duration", of this Agreement, ODHS will disburse to Recipient, a maximum not-to-exceed amount as specified in Section 3., "Grant Disbursement Generally" of this Agreement.
 - (1) Year 1 budget (6/1/2023 5/31/2024) not-to-exceed \$18,500.00.
 - (2) Year 2 budget (6/1/2024 5/31/2025) not-to-exceed \$19,500.00.
 - (3) Year 3 budget (6/1/2025 5/31/2026) not-to-exceed \$13,536.00.
- c. For activities performed on and after the effective date of this amendment, Exhibit F, "Information Required by 2 CFR § 200.332(a)(1)" is hereby superseded and restated in its entirety, as set forth in Exhibit F, "Information Required by 2 CFR § 200.332(a)(1)", attached hereto and incorporated herein by this reference.
- 3. 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.
- **4. Certification**. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - a. Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under the Agreement;
 - **b.** The information shown in Section 5.a., "Recipient Information" of the original Agreement, as amended is Recipient's true, accurate and correct information;
 - c. To the best of the undersigned's knowledge, Recipient 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;
 - d. Recipient and Recipient's employees and agents performing services undert this agreement 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;

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- Recipient is not listed on the non-procurement portion of the General Service e. Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: https://www.sam.gov/SAM;
- f. Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - Recipient has not been notified by the IRS that Recipient is subject to (2) backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- Recipient's Federal Employer Identification Number (FEIN) or Social Security g. Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.
- 5. **Recipient Information**. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS):				
(Clackamas County			
Street address:	2051 Kaen Road			
City, state, zip code:	Oregon City, OR 97045			
Email address:	FinanceGrants@Clackamas.us			
Telephone:	(503) 655-8640 Fax: ()			
Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.				
Workers' Compensation	Insurance Company:County is self-insured			
Policy #:NA	Expiration Date:			

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RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures.

Clackamas County acting by and the Health, Housing and Human Servings:	hrough its ces Department, Social Services Division
Authorized Signature	Printed Name
Title	Date
	Approved for Legal Sufficiency:
State of Oregon, acting by and three By:	ough its Oregon Department of Human Services
Authorized Signature	Printed Name
Title	Date
Approved for Legal Sufficiency:	

Not required per OAR 137-045-0030(1)(b)

Date

EXHIBIT F Information Required by 2 CFR § 200.332(a)(1)

- 1. Recipient Name: (*Must match the registered name associated with 3. below*) Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division.
- 2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding agency: <u>Administration for Community Living (ACL)</u>
 <u>U.S. Department of Health and Human Services.</u>
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS), Aging and People with Disabilities Division, Community Services and Supports Unit.
 - c. Contact information for awarding official of pass-through entity: <u>Ryan Kibby</u>, <u>Program Analyst; ryan.e.kibby@odhs.oregon.gov</u>; 503.510.3988.
- 3. Recipient's Unique Entity Identifier (UEI): NVWKAVB8JND6
- **4.** Federal Award Identification Number (FAIN): <u>90MPPG0091</u>
- **5.** Federal award date: (date of award to state by federal agency) <u>05.29.2025</u>
- **6.** Sub-award period of performance: Start Date: 06.01.2023 End Date: 05.31.2028
- 7. Sub-award budget period Start Date: <u>06.01.2025</u> End Date: <u>05.31.2026</u>
- **8.** Amount of federal funds obligated by this Agreement: \$51,536.00
- **9.** *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$51,536.00
- **10.** Total amount of the Federal Award committed to Recipient by pass-through entity: (amount of federal funds from this FAIN committed to Recipient) \$51,536.00
- 11. Federal award project description: <u>Oregon Senior Medicare Patrol (SMP) State Project Grant</u>
- **12.** Assistance Listings number and Title: <u>93.048</u>

Amount: \$1,307,173.00

- 13. Is award research and development? \square Yes \boxtimes No
- 14. Indirect cost rate for the Federal award: n/a

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current fiscal year 2025-2026.