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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **SS-ADArequest@clackamas.us | 503-655-8640.**

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Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **SS-ADArequest@clackamas.us | 503-655-8640.**



Clackamas County
www.clackamas.us

October 15, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Revenue Intergovernmental Grant Agreement with the Oregon Department of Human Services for Medicare consumer education. Amendment Value is \$22,560 for 1 year. Total Agreement Value is \$83,120 for 4 years. Funding is through U.S. Department of Health and Human Services. No County General Funds are involved.

Previous Board Action/Review:

Original Agreement June 2, 2022, Agenda Item 20220602 III.D.12
Amendment #01 April 11, 2024, Agenda Item 20240411 II.D.1
Amendment #02 August 13, 2025, signed by Department
Amendment #03 October 16, 2025, Agenda Item 20251016 V.E.2

Performance Clackamas: Safe, Secure and Livable Communities

Counsel Review: Yes, Andrew Naylor
Contact Person: Tracy Garell

Procurement Review: N/A
Contact Phone: 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services requests approval of amendment 04 to an Intergovernmental grant agreement from the Oregon Department of Human Services in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program for the Senior Medicare Patrol (SMP) State Project Grant for Medicare consumer education. SHIBA is designed to educate seniors and other Medicare recipients about their rights, resources, and needs related to Medicare and other health insurance.

Amendment 04 provides an additional \$22,560 in funding for program year 2027.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment #04 (11381) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

For Filing Use Only

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 **04** 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 5., below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 5, “Responsibilities of Each Party” may start on June 1, 2026, 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 ~~\$60,560.00~~ **\$83,120.00**. 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 **underlined and bold**.

- 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 \$22,560.00.
- (4) Year 4 budget (6/1/2026 – 5/31/2027) not-to-exceed \$22,560.00.**

- c. For activities performed on and after the effective date of this amendment, **Exhibit A Part 3 “Special Provisions”, Section 11 only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

11. Mandatory Disclosures. Consistent with ~~45 CFR 75.113~~ **2 CFR 200.113** (Mandatory Disclosures) must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient must disclose, in a timely manner, in writing to ODHS and the HHS OIG, all the information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Disclosures must be sent in writing to ODHS Agreement Administrator shown on page 1 of this Agreement and to the HHS OIG at the following addresses:

Administration for Community Living

Mary E. Switzer Building
330 C Street SW
Washington, D.C. 20201

AND

U.S. Department of Health & Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527 Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in
subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the
remedies described in 45 CFR 75.371 Remedies for
noncompliance, including suspension or debarment (See 2 CFR
parts 180 & 376 and 31 U.S.C. 3321).

- d. For activities performed on and after the effective date of this amendment, **Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.
 - e. 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(b)(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 Grant Activities under 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>;
- e. Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- f. Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to 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
- g. Recipient’s Federal Employer Identification Number (FEIN) or Social Security 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: _____

Telephone: () 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: _____

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 through its
Health, Housing and Human Services Department, Social Services Division
by:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:



Clackamas County Office of County Counsel

09/23/2026

Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

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

Oregon Department of Justice

Date

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
4. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the

use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
6. **Audits.**
 - a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Recipient expends \$1,000,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Recipient expends less than \$1,000,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
7. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
8. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

9. **Medicaid Services.** Reserved.
10. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
11. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
12. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
- 13. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT F
Information Required by 2 CFR § 200.332(b)(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: Administration for Community Living (ACL) U.S. Department of Health and Human Services.
 - 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: Ryan Kibby, Program Analyst; ryan.e.kibby@odhs.oregon.gov; 503.510.3988.
3. Recipient's Unique Entity Identifier (UEI): NVWKAVB8JND6
4. Federal Award Identification Number (FAIN): 90MPPG0091
5. Federal award date: (*date of award to state by federal agency*) 05.28.2026
6. Sub-award period of performance: Start Date: 06.01.2023 End Date: 05.31.2028
7. Sub-award budget period Start Date: 06.01.2026 End Date: 05.31.2027
8. Amount of federal funds obligated by this Agreement: \$83,120.00
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$83,120.00
10. Total amount of the Federal Award committed to Recipient by pass-through entity: (*amount of federal funds from this FAIN committed to Recipient*) \$83,120.00
11. Federal award project description: Oregon Senior Medicare Patrol (SMP) State Project Grant
12. Assistance Listings number and Title: 93.048
Amount: \$2,002,410.00
13. Is award research and development? ☐ Yes ☒ 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 2026-2027.