Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

December 04, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Grant Agreement with the Oregon Department of Human Services for additional Older Americans Act and Oregon Project Independence programs. Amendment Value is $7,775,773.37 for 2 years. Total Agreement Value is $17,628,062.37 for 4 years. Funding is through the Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review	• Original Agreement- BCC-February 1, 2024, Agenda item 20240201 II.C.2 • Amendment #01- BCC-September 12, 2024, Agenda item 20240912 I.C.10 • Amendment #02- County Administrator, May 29, 2025		
Performance Clackamas	Safe, Secure, and Livable Communities Healthy People		
Counsel Review	Ryan Hammond	**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 requests approval of Amendment #03 to an Intergovernmental Grant Agreement with the State of Oregon, Department of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment adds funding for fiscal years 2026 and 2027 for the Social Services Division to administer Older Americans Act (OAA) and Oregon Project Independence (OPI) funded services to support persons 60 and older living in Clackamas County.

The OAA and OPI-funded services include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, case management, information and referral services, and in-home services. These services link residents with resources to meet their individual needs, helping them to remain independent and active in their communities for as long as possible.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment # 03 (11505) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only

Grant Agreement Number 181171

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 **03** (this "**Amendment**") to Grant Agreement Number **181171** (the "**Agreement**") 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 Social Services Division
Attention: Teresa Christopherson, Administrative Services Manager
PO Box 2950; 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-650-5718
Facsimile: 503-655-8889
E-mail address: teresachr@clackamas.us; jbutler@clackamas.us
ADS-ContractBilling@clackamas.us; thunt@clackamas.us

hereinafter referred to as "**Recipient**" or "**AAA**".

1. This Amendment shall become effective when it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Regardless of the effective date of this Amendment, Recipient's performance of the program described in Exhibit A, Part 1 "Program Description", as amended by this Amendment may start on July 1, 2023, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once this Amendment is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting".

2. The Agreement is hereby amended as follows:

a. **Section 3, "Grant Disbursement Generally"**, to read as follows: language to be deleted and 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 **$17,628,062.37.00** ~~$9,852,289.00~~. 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. **Exhibit A, Part 2, "Disbursement and Financial Reporting"**, **Section 1. "Funding Appropriations", Subsection b. only** to read as follows: language to be deleted and replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Funding Appropriations**. The total sum payable for the term of the Agreement described in Section 1 ("Effective Date and Duration"), shall not exceed the amount described in Section 3 ("Grant Disbursement Generally").

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall both be based on the not-to-exceed allocations as set forth in the table below and made on a reimbursement basis, upon ODHS approval of AAA's disbursement request.

	23-25 Allocation	**25-27 Allocation**	Assistance Listing Numbers
Older Americans Act	$4,210,839.00	**$3,863,938.37**	93.041, 93.043, 93.044, 93.045, 93.052
NSIP	$280,738.00	**$269,524.00**	93.053
IT Admin Funds	$7,293.00	**$7,293.00**	
Continued Sequestration Mitigation	$214,495.00	**$214,495.00**	
Oregon Project Independence (age 60+ or age under 60 with an Alzheimer's Disease or related disorder diagnosis)	$2,522,152.00	**$502,775.00**	
Oregon Project Independence (age 19-59 with disability)	$0.00	**$0.00**	
OPI-M & FCAP Ongoing Case Management	$1,222,537.00	**$2,917,748.00**	93.778
OPI-M & FCAP Eligibility Case Management		**$0.00**	93.778
Unspent '21-'23 Biennia Funding:	$1,394,235.00	**$0.00**	93.044, 93.045,

ARP ($1,394,235.00) **spent '23-'25** SLFRF ($0.00) VAC 5 ($0.00)			93.052
Other State Funds	$0.00		
Medicaid, SNAP, Other Base Funds (Waivered XIX and Non-Waivered XIX)	$0.00	**$0.00**	93.778 and 10.561
Medicaid Local Match Funds		**$0.00**	93.778
Housing Support Services		**$0.00**	93.778
Allocation Total	**$9,852,289.00**	**$7,775,773.37**	
Total Grant Agreement Amount			**$17,628,062.37**

c. For activities performed on and after the effective date of this Amendment, **Exhibit A, Part 3 "Special Provisions, Section 12** is hereby added to read as follows:

12. Performance:

AAA shall meet all performance requirements, program requirements and obligations identified throughout this Agreement.

1. In instances where the AAA is unable to meet these requirements, it is expected that the AAA notify ODHS timely of their inability to meet these requirements. ODHS shall engage with the AAA to determine how best to meet the requirements, or address in writing any flexibilities in the expectations.
2. A progressive process will be followed to assist the AAA in meeting any Agreement obligations, performance or program requirements that are not being met. ODHS shall follow progressive assistance, including:
   (1) coaching/mentoring,
   (2) technical assistance,
   (3) performance/compliance letter,
   (4) corrective action plan,
   (5) notification of Agreement expectations not being met
   (6) funding disruption and/or
   (7) steps to begin de-designation process.
3. Communication throughout any performance concerns shall be in writing and shall include the AAA's Board of Directors for egregious performance shortfalls, or in instances where compliance

is not achieved through coaching, technical assistance, and corrective action plans.

d. For activities performed on and after the effective date of this Amendment, **Exhibit A, Part 3 "Special Provisions, Section 13** is hereby added to read as follows:

13. Use of Artificial Intelligence (AI) Tools/Resources

Public generative Artificial Intelligence (GenAI) tools can be a good resource to improve the efficiency of performing activities under this Agreement. Steps must be taken to maintain the confidentiality and data security of the information identified, used and entrusted to everyone through this Agreement. Data security and Consumer privacy is essential.

Data Classification and GenAI Use

ODHS's information security policy classifies data into four levels to protect Consumer confidentiality:

1. **Level 1 (Public)** and **Level 2 (Internal, non-PII)** data may be used with approved AI tools under specific conditions.
2. **Level 3 (Confidential)** data (such as names, birthdates, or addresses) and **Level 4 Restricted** data (such as Social Security numbers or medical records) **must never be entered into GenAI tools**, including public platforms like ChatGPT.

Entering Level 3 or 4 data into an unapproved tool is a security violation and could result in a data breach. For example: uploading case notes, summaries of client interviews, or eligibility decisions tied to identifiable Consumers is strictly prohibited.

e. For activities performed on and after the effective date of this Amendment, **Exhibit E "Information Required by 2 CFR § 200.332(a)(1)"** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, "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 Agreement and any previous amendments are in full force and effect.

4. **Certification**. Without limiting the generality of the foregoing, by signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:

(1) 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 the 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;

(2) The information shown in Section 5.a., "Recipient Information" of the Agreement, as amended is Recipient's true, accurate and correct information;

(3) 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;

(4) Recipient and Recipient's employees and agents performing activities under the 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*;

(5) 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*;

(6) 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

(7) 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: Financegrants@clackamas.us

Telephone: (503) 655-8640 Fax: ( )

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Amendment. All insurance listed herein must be in effect prior to this Amendment execution.

Workers' Compensation Insurance County is self-insured

Company: 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 Social Services Division by:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

	10/28/25
Clackamas County Counsel	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:

Approved via e-mail by Lisa Gramp, Sr. Assistant Attorney General October 7, 2025

Oregon Department of Justice Date

EXHIBIT E
Information Required by 2 CFR § 200.332(b)(1)

All required data elements in accordance with 2 CFR 200.332(b)(1) are available on the State of Oregon Community Services and Supports website, on the Area Agencies on Aging: Funding and Contract Information page: https://www.oregon.gov/odhs/providers-partners/community-services-supports/Pages/aaa-fiscal.aspx. The item number in column 1 corresponds to the number on the DOJ Approved Exhibit for this required information.

Item	Required information	Web document name/description
1	Recipient name	Recipient information table
2	Name of the Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	a. Department of Health & Human Services, Administration for Community Living b. State of Oregon acting by and through its Department of Human Services, Aging & People with Disabilities Division, Community Services and Supports Unit c. Rodney Schroeder, 541-305-3489 RODNEY.B.SCHROEDER@odhs.oregon.gov
3	Recipient's unique entity identifier (UEI)	Recipient information table
4	Federal Award Identification Number (FAIN)	Grant award letters, listed as "Grant No."
5	Federal Award Date	Grant award letters
6	Subaward Period of Performance Start and End Date	Recipient information table
7	Subaward Budget Period Start and End Date	Recipient information table
8	Amount of Federal Funds Obligated by this Agreement	2023-2025 and 2025-2027 Planning Allocation and Planning Allocation amendment documents
9	Total Amount of Federal Funds Obligated to Recipient by the pass-through entity, including this Agreement	2023-2025 and 2025-2027 Planning Allocation and amendment documents
10	Total Amount of the Federal Award committed to Recipient by the pass-through entity	2023-2025 and 2025-2027 Planning Allocation and amendment documents, on the tab corresponding to the "Title of Program" on the grant award letter
11	Federal award project description	Grant award letters
12	Assistance Listings Number (ALN) and title	Grant award letters, listed as "Title of Program" and "CFDA"
13	Was the federal award for research and development?	No
14	Indirect cost rate for the Federal award	De minimis indirect cost rate of 10% of modified total direct costs (MTDC) prior to Oct 1, 2024, and 15% of MTDC after. (No document to reference)