

FOR COUNCIL MEETING OF:
AGENDA ITEM NO.:
PUBLIC WORKS FILE NO.:

August 25, 2014
3.3 (a)

TO: MAYOR AND CITY COUNCIL
THROUGH: *Linda Norris* LINDA NORRIS, CITY MANAGER
FROM: PETER FERNANDEZ, P.E., PUBLIC WORKS DIRECTOR *P.F.*
SUBJECT: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
STATE OF OREGON DEPARTMENT OF HUMAN SERVICES AND
CITY OF SALEM

ISSUE:

Shall Council authorize the City Manager to execute the attached Intergovernmental Agreement Amendment between the State of Oregon Department of Human Services (DHS) and the City of Salem, whereby the City will continue to provide Respite Care Services to DHS Medicaid Eligible clients at Center 50+?

RECOMMENDATION:

Council authorize the City Manager to execute the attached Intergovernmental Agreement Amendment between the State of Oregon Department of Human Services and the City of Salem whereby the City will continue to provide Respite Care Services to DHS Medicaid Eligible clients at Center 50+.


SUMMARY AND BACKGROUND:

The City of Salem Center 50+ has been providing Respite Care Services for more than 15 years. The program is designed to give caregivers a much needed break while offering quality programming to individuals with moderate stage Alzheimer's disease or other related dementias. This program is the only one of its kind in Marion and Polk counties. The City's Respite Program is certified and licensed by DHS to provide care to Medicaid clients, previously at the rate of \$40 per session, increasing to \$42.85 per session by this amendment. Five-hour sessions are offered three days per week. Clients may choose how many sessions they wish to attend each week.

FACTS AND FINDINGS:

1. Center 50+ will continue to offer Respite Care Services and through this agreement will be able to accept Medicaid clients. Medicaid reimbursements are considered a small portion of the overall program revenue with approximately two to three Medicaid clients enrolled at any given time. This contract is estimated to provide an average of \$2,500 annually in revenue.

2. This agreement establishes the responsibilities of the DHS and City of Salem in
providing reimbursable Respite Care Services to qualified DHS clients.



Mark Becketl, AICP
Parks and Transportation Services Manager

TLC/SB/MD:G:\Group\director\Judy\Council 2014\Aug 25\IGA Amendment - DHS.docx

Attachment: Amendment to IGA – Agreement Number 140084

Wards: All

Prepared by: Marilyn Daily, Center 50+ Supervisor

August 13, 2014



Agreement Number 140084

**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 **02** to Agreement Number **140084** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "**DHS**" and

City of Salem
2615 Portland Road NE
Salem, Oregon 97301
Attention: Marilyn Daily
Telephone: (503) 588-6303
Facsimile: (503) 588-6377
E-mail address: mdaily@cityofsalem.net

hereinafter referred to as "Agency."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (i) July 1, 2014 or (ii) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. All parties acknowledge that Amendment 1 to this Agreement was canceled during execution and has no bearing on this Agreement.
3. The Agreement is hereby amended as follows:
 - a. **Section 1 "Effective Date and Duration,"** is hereby amended to extend the Agreement end date, as follows. Language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**:

"Upon signature by all applicable parties, this Agreement shall be effective on the later of: (i) September 30, 2012 or, (ii) when required, the date this Agreement is approved by Department of Justice, regardless of the date it is actually signed by

all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on [~~September 30, 2014~~] **September 30, 2016**. 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."

- b. **Section 3 "Consideration," subsection (a)**, is hereby amended to increase the total not to exceed amount of the Agreement, as follows. Language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**:

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is [~~\$50,000.00~~] **\$100,000.00**. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- c. **Exhibit A, Part 2 "Payment and Financial Reporting," Section 1 "Payment Provisions," subsection (a)**, is hereby deleted in its entirety and restated with the following subsection (a):

a. As consideration for services provided by the Agency during the period specified in **Section 1 "Effective Date and Duration"** of this Agreement, DHS will pay to the Agency a maximum not-to-exceed amount as specified in **Section 3 "Consideration,"** to be paid as follows:

- (1) Effective at Agreement execution and ending June 30, 2014, a rate of \$40.00 per eligible client per day.
- (2) Effective July 1, 2014, a rate of \$42.85 per eligible client per day.

4. **Certification**

a. The Agency 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 Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency 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. Agency 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 Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

(1) Under penalty of perjury the undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS

320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in Agency Data and Certification, of original Agreement or as amended is Agency's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Agency 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) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) Agency 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
 - (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- b. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency 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. Agency 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. Agency Data. Agency shall provide current information as required below. This information is requested pursuant to OARS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Agency Name (exactly as filed with the IRS): City of Salem, OR

Street address: 555 Liberty Street SE,

City, state, zip code: Salem, OR 97301

Email address: mdaily@cityofsalem.net

Telephone: (503) 588-6161 Facsimile: ()

Federal Employer Identification Number: 93-6002249

Proof of Insurance:

Workers' Compensation Insurance Company: Safety National Casualty Corp.

Policy #: SP4051118 Expiration Date: July 1, 2015

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

(Remainder of page intentionally left blank)

6. Signatures

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

City of Salem

By:

Authorized Signature

Title

Date

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Assistant Attorney General

Date

Office of Contracts and Procurement:

Louis H. Thomas, Contract Specialist

Date

