



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

March 2, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #2 adding funding and extending duration of the Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services Reimbursements. Amendment value is approximately \$4,000 and 1.5 years, agreement value is now \$73,452.60 for 3.5 years. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	IGA number 167781 was signed by Chair Tootie Smith, on 2/25/21; Amendment 1 to 167781 was signed by Chair Tootie Smith on 12/2/2021.		
Performance Clackamas	1. The purpose of the Assessment Program is to provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ed Jones	Contact Phone	971-806-7862

EXECUTIVE SUMMARY: This amendment extends the current Intergovernmental Agreement (IGA) expiration date from December 31, 2022 to July 31, 2024, and adds additional one-time-only funding to the County’s current IGA for partial reimbursement of the cost for Residential Behavior Rehabilitation Services (BRS) associated with the COVID-19 pandemic. Partial reimbursement is provided to qualifying Oregon Health Plan (OHP) juvenile justice-involved youth during the period of January 1, 2021 through December 31, 2021. The Oregon Health Authority (OHA) obtained approval through the Centers for Medicare and Medicaid (CMS) for a State disaster plan amendment to use state and federal monies to cover the cost of this additional funding. OHA will issue two (2) separate lump sum payments based on eligible services provided to the above mentioned juvenile justice involved youth during the above mentioned dates. It is anticipated that the reimbursement amount will be approximately \$4,000.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director

Juvenile Department

For Filing Use Only



Agreement Number 167781

**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 **167781** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Clackamas County
Acting by and through its Juvenile Department
2121 Kaen Road
Oregon City, Oregon 97045
Attention: Christina McMahan, Ed Jones
Telephone: (503) 650-3180
E-mail address: cmcmahan@co.clackamas.or.us ,
ejones@co.clackamas.or.us

hereinafter referred to as “County.”

1. This amendment shall become effective on December 31, 2022 and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows: *language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.*
 - a. *Expiration date is extended to July 31, 2024, in Section 1. Effective Date and Duration.*

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **January 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~December 31, 2022~~ **July 31, 2024**. 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. *Include a not-to-exceed amount of \$73,452.60 in Section 3. Consideration.*

3. Consideration.

a. OHA will reimburse the County **a maximum not-to-exceed amount of \$73,452.60** for billed Basic Rehabilitation Services for the Behavior Rehabilitation Services (BRS) program at service rates as defined in Exhibit 1 of Oregon Administrative Rules (OAR) 410-170-0000 through 410-170-0120.

c. *Include language to Exhibit A, Part 2, Section 3.*

3. County shall submit BRS claims to OHA using the MMIS system, using the OHA-assigned Oregon Medicaid Provider Number. **For BRS services provided to OHP members during the period of January 1, 2021 through December 31, 2021 OHA will pay the County 10% of the service rate per BRS client per day as defined in Exhibit 1 to OAR 410-170-000 through 410-170-0120 to help offset costs associated with the COVID-19 pandemic. OHA has obtained approval through Centers for Medicare and Medicaid (CMS) through a disaster State plan amendment and OHA leadership to use State general fund and federal funding to cover the cost of this temporary payment. Payments will be made directly to the County by OHA in 2 separate lump sums. Providers shall receive the first payment for paid claims on services provided January 1, 2021 through June 30, 2021 during the fourth quarter of 2022. Providers shall receive the second payment for paid claims on services provided July 1, 2021 through December 31, 2021 during the first quarter of 2023. These temporary payments are based on Contractor's submitted invoices for services provided. If a subsequent audit determines an error in the invoiced amount, any overpayment from the correct amount shall be subject to recovery as set forth in the Contract and OARs 410-170-0110 and 410-170-0120. The County is not responsible for providing the non-federal share of this payment. The County shall pass through the entire temporary payment to sub-contractors providing BRS services on behalf of the County.**

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. 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. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County

shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

- b. 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;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. 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;
- e. 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>;
- f. 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/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) 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
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: EJones@clackamas.us

Telephone: (503) 650-3169 Facsimile: (503) 655-8448

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self insured

Policy #: _____ Expiration Date: _____

5. Signatures.

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

**Clackamas County
Acting by and through its Juvenile Department
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon acting by and through its Oregon Health Authority
By:**

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)
Department of Justice _____ Date _____