



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

May 23, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment to an Intergovernmental Agreement
With Oregon Health Authority for
Behavioral Rehabilitation Services (BRS) Reimbursements

Purpose/Outcomes	Provide partial reimbursement for shelter care placements. BRS reimburses the Juvenile Department for approximately 64 percent of the cost of shelter care placements.
Dollar Amount and Fiscal Impact	The maximum annual contract value is \$550,610 in revenue to Clackamas County.
Funding Source	Oregon Health Authority.
Duration	Effective January 1, 2019 through December 31, 2020
Previous Board Action	The IGA was signed by Don Krupp, County Administrator, on December 12, 2016.
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused 2. Ensure safe, healthy and secure communities.
Counsel Review	This contract has been reviewed and approved by County Counsel on April 29, 2019
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	144378-4

BACKGROUND:

Attached is an Amendment to the Intergovernmental Agreement with Oregon Health Authority (OHA) for the partial reimbursement of shelter care bed costs. The revenue is based solely on utilization. OHA reimburses approximately 64% per bed day costs for each youth. The reimbursement from OHA for each bed day is \$125.71. The Juvenile Department is then required to pay a match of \$45.26 for each bed day. The Juvenile Department must have short term and immediate shelter care resources for youth not able to be returned to their families and

are otherwise ineligible for juvenile detention. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

RECOMMENDATION:

Staff recommends the Board approval of the Amendment to Intergovernmental Agreement No. 144378-4.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788



Agreement Number 144378

**REINSTATEMENT 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 Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

Clackamas County
By and through its Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-3180
Facsimile: (503) 655-8448
E-mail address: cmcmahan@co.clackamas.or.us

hereinafter referred to as "County."

RECITALS

WHEREAS, OHA and County entered into that certain Agreement number 144378 effective on January 6th, 2014 incorporated herein by this reference (the Agreement);

WHEREAS, OHA and County intended to amend the Agreement to extend its effectiveness through December 31st, 2020;

WHEREAS, the proposed amendment number 4 to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on December 31st, 2018 in accordance with its terms; and

WHEREAS, OHA and County desire to reinstate the Agreement in its entirety as of December 31st, 2018 and to amend the Agreement (once reinstated) to extend its effectiveness through December 31st, 2020, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. **Reinstatement.** OHA and County hereby reinstate the Agreement in its entirety as of December 31st, 2018 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and County further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

2. **Amendment.** OHA and County hereby amend the Agreement as follows.

a. Modify the preamble to replace the OHA Contractor Administrator as follows:

**OHA – Health Systems
Medicaid Programs Behavior Rehabilitation Services
500 Summer St. NE
Salem, OR 97301
Contract Administrator: Jean Hutchinson or delegate
Telephone: (503) 945-9420
Facsimile: (503) 947-5221
E-mail address: jean.e.hutchinson@dhsoha.state.or.us**

b. **Section 1 Effective Date and Duration** to change the current expiration date of the Agreement from December 31, 2018 to December 31, 2020.

c. **Exhibit A, Part 1 Statement of Work** Section 1 only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

1. County shall:

- a. Provide Shelter Services as defined in, and in accordance with Oregon Administrative Rules (OAR) 410-170-0000 through 410-170-0120.
- b. Monitor BRS service delivery as necessary to ensure the Services and costs charged to OHA are accurate;
- c. Submit applications for enrollment determinations for BRS Client(s) who are potentially eligible for Medicaid to OHA;
- d. Pursue third party reimbursement for costs attributable to activities performed under this Agreement prior to seeking reimbursement for OHA;

- e. Transfer local matching share funds to OHA prior to OHA **paying County's claim and** claiming federal share portion of cost attributable to the performance of the activities covered by this Agreement.
- f. Submit claims to OHA on approved claims ~~formats~~ **forms** using the assigned Oregon Medicaid Provider Number for the provision of BRS to Medicaid eligible BRS Client(s).
- g. ~~Where applicable,~~ **Pursuant to 410-120-1380(1)(c),** check the exclusion lists to ensure that subcontractors are not excluded from providing services as defined in OAR 410-170-0030(1)(e).
- h. **Comply with all applicable Criminal Background Check Rules, including OAR 407-007-0200 through 407-007-0380 and OAR 943-007-000 through 943-007-0501, which may be revised on occasion. Pursuant to these rules, the following individuals working under this Contract are subject to a background check through the Background Check Unit serving the Oregon Health Authority:**
 - 1. **All employees of the County providing care or having access to clients, client information, or client funds.**
 - 2. **All volunteers of the County providing care or having access to clients, client information, or client funds.**
 - 3. **All subcontractors of the County providing care or having access to clients, client information, or client funds.**

In order to comply with these rules, the County shall assign a qualified entity designee pursuant to OAR 407-007-0240 to submit and monitor background check requests and to act on all background check notices and directives from the Background Check Unit.

The County shall, and as applicable shall ensure that its subcontractors, maintain the notice of final fitness determination in the personnel file of each individual subject to a background check, for six years from the date of last action.

All employees, volunteers and subcontractors of the County receiving background checks from the Background Check Unit are required to report to the County any new arrests, convictions or investigations for child protective service or adult protective service abuse within one business day.

Within 10 days of such notification, the County is required to report to the Background Check Unit the individual's new history. The Background Check Unit may request a new background check to reevaluate the ongoing fitness of the individual.

In addition, The Family First Prevention Services Act of 2018 applies if the County or any of its subcontractors receive title IVE funds. Counties receiving Title IVE funds shall verify that any employee or subcontractor working in a child-care institution as defined in the Family First Prevention Services Act of 2018 meets all of the following requirements:

- 1) has completed a fingerprint-based national criminal records check;
- 2) has completed a child abuse check in any state where the individual has lived in the past five years;
- 3) the individual's criminal records check includes a review that the individual does not have a felony conviction for any of the following crimes: child abuse or neglect, spousal abuse, a crime against children (including child pornography), or a crime involving violence, including rape, sexual assault or homicide but not including other physical assault or battery;
- 4) the individual's criminal records check includes a review that the individual does not have, within the past 5 years, a felony conviction for any of the following crimes: physical assault, battery, or a drug-related offense.

d. **Exhibit A Part 2 Payment and Financial Reporting** is amended as follows:
Deleted language is ~~struck through~~ and new language is **underlined and bold**.

1. Summary of Medicaid Payment Methodology

Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid covered services. The County will provide, in advance, the non-federal share for eligible BRS services under this Agreement. County will provide the non-federal share of the total allowable claim attributable for Medicaid activities performed, transferring ~~their~~ **its** non-federal share to OHA prior to OHA **paying the claim and** claiming the federal share portion of the claim from CMS.

The County's matching non-federal share portion must be from allowable sources not obligated to match other federal funds for any other federal program.

OHA shall reimburse the County the total allowable amount for providing BRS services claimed and the County shall receive and retain the full amount of the total computable payment for Medicaid covered services claimed for FFP.

2. OHA shall reimburse County for billed BRS at the service rates defined in Exhibit 1 to OAR 410-170-000 through 410-170-0120. OHA will only pay for work performed and documented in accordance with this Agreement.
 3. County shall submit BRS claims to OHA using the MMIS system, using the OHA-assigned Oregon Medicaid Provider Number.
 4. OHA will inform County of the non-federal share percentage applicable to claim reimbursement. The applicable date for applying the non-federal share percentage will be the date that the claim is actually submitted for federal reimbursement. ~~Before the time the County submits its claims to DHS~~ **OHA pays the claim and claims the federal share portion of the claim from CMS**, County shall transfer funds from allowable sources to OHA representing the non-federal share of the total allowable cost for claimed BRS services, in accordance with OHA instructions <https://www.oregon.gov/oha/hsd/ohp/pages/local-match.aspx>.
 5. Upon receipt of County's transfer of the non-federal share and DHS' receipt of BRS claims in the MMIS system that are reimbursable to the extent of the transferred non-federal share amount, OHA will claim FFP from CMS and reimburse the County for the total allowable claimed amount for the BRS services described in this Agreement.
 6. The County, ~~pursuant to~~ **in accordance** with 42 CFR 433.51, certifies by its signature to this Agreement that for the purposes of 42 CFR 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds; and that all sources of funds are allowable under 42 CFR 433 Subpart B.
- e. **Exhibit B, Standard Terms and Conditions, Section 25. "Notice"** OHA address only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.
- OHA:** Office of Contracts & Procurement
~~250 Winter Street, Room 309~~ **635 Capitol Street NE, Suite 350**
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
- f. **Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in Attachment 1 **Exhibit D, "Federal Terms and Conditions"**, 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. 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 in 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 this Agreement. 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 subagreements;
 - 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; and
- h. County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

5. **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: lkrzmarzick@clackamas.us

Telephone: (503) 655-8788 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: _____

6. Signatures.

Clackamas County, Oregon

By:

_____	Jim Bernard
Authorized Signature	Printed Name
Clackamas County Chair	_____
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

OHA Health Systems

_____ Approved via email by Jean Hutchinson email on file _____

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, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, 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.** County 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 Work. Without limiting the generality of the foregoing, County 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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) 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 Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County 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.

4. **Energy Efficiency.** County 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).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County 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 County 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 County 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 County 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.

6. **Resource Conservation and Recovery.** County 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.

7. **Audits.**

- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County 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 DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must

be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** County 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.
9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to:

hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County 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.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control

interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work 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 County 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 agreement 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 agreement under a grant or subgrant.



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

May 23, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval to Apply for the Oregon Criminal Justice Commission
Specialty Court Grant Program**

Purpose/Outcomes	Last biennium, this grant awarded \$166,440.00 in funding to enhance the services of our Juvenile Drug Court including hiring one full-time staff to provide enhancements to increase the successful completion of youth in the Juvenile Drug Treatment Court program and reduce barriers
Dollar Amount and Fiscal Impact	Last year's award was 166,440.00 with no match of County General Fund attached to grant award
Funding Source	2019-2021 Oregon Criminal Justice Commission
Duration	Effective July 1, 2019 – June 30, 2021
Previous Board Action	The 2017-2019 grant award was accepted and signed by the County Chair on September 14, 2017, Agenda Item E-1
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused 2. Ensure safe, healthy and secure communities.
Counsel Review	N/A
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	

BACKGROUND:

The Juvenile Department received a solicitation to apply for a renewal to the Specialty Court Grant provided through the Oregon Criminal Justice Commission. Last years' grant award was \$166,440.00 in funding to enhance the services of our Juvenile Drug Treatment Court for two years, ending June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval to apply for the renewal of the Criminal Justice Commission Specialty Court grant.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Juvenile Department Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Criminal Justice Commission 19-21 Specialty Court Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Ed Jones
Requestor Contact Information: ejones@clackamas.us Extension 3169
Department Fiscal Representative: Ed Jones
Program Name or Number (please specify): Clackamas County Juvenile Drug Treatment Court
Brief Description of Project:

The Juvenile Department is seeking funding to maintain and enhance the Juvenile Drug Treatment Court. Funding is being requested to sustain a current support staff position and drug testing protocols. Funding is also requested to enhance program offerings through the creation of a recreation and treatment support position to assist youth to the successful completion of the drug treatment court program and reduce their barriers to success.

Name of Funding (Granting) Agency: Oregon Criminal Justice Commission

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/cjc/sc/Documents/19-21SpecialtyCourtSolicitation.pdf>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 5/13/2019
CFDA(s), if applicable: N/A
Announcement Date: 5/13/2019 Announcement/Opportunity #: N/A
Grant Category/Title: Specialty Court Grant Max Award Value: Bien 17-19 = 166,440
Allows Indirect/Rate: No Match Requirement: None
Application Deadline: 6/13/2019 Other Deadlines: _____
Grant Start Date: 7/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Ed Jones Program Income Requirement: _____
Pre-Application Meeting Schedule: Meetings began 5/2/2019

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal St:

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

The Clackamas County Juvenile Drug Treatment Court is an existing program

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**