



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

January 28, 2016

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

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment No. 3 with Multnomah County
To Increase the Capacity of the Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment doubles the allocation of assessment and evaluation beds Clackamas County purchases from Multnomah County.
Dollar Amount and Fiscal Impact	The maximum contract value is \$131,355
Funding Source	Title IV Funds
Duration	Effective through June 30, 2016
Previous Board Action	Agenda E. 1. On September 11, 2014 approving the initial IGA; Agenda E1 on June 18, 2015 renewing the IGA for FY 15-16 (Amendment No. 1); Agenda D2 on October 1, 2015 approving the increase in the daily bed rate (Amendment No 2);
Strategic Plan Alignment	This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" by providing a secure environment for assessment and evaluation of youth involved within the juvenile justice system.
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The initial Intergovernmental Agreement was entered into with Multnomah County on September 11, 2014. Subsequently we entered into two Amendments as follows: 1) to renew the IGA for FY 15-16 (Amendment No 1) and 2) increasing the daily bed rate (Amendment No. 2). Attached is Amendment No. 3 to the Intergovernmental Agreement between Clackamas and Multnomah County to increase the capacity of the beds in their Assessment and Evaluation Program from 7 youth to 14 youth. The increase in this contract is funded by Title IV revenue the Juvenile Department is receiving.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 3 to the Intergovernmental Agreement for the purchase of additional beds in Multnomah County's Assessment and Evaluation Program. This provides up to 14 youth with mental health needs with 45-90 days of secure shelter while receiving mental health evaluation and recommendations for services.

Respectfully submitted,



Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 3
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 3

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$145.58 per bed day, up to a maximum of ~~\$87,570~~ ***\$131,355***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of \$131,355 shall be divided as follows:
September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY

County Chair or Designee: Jay M. Ryan Sr Scott Taylor

Signature: _____
Chair

Date: 01/17/16

Dept Director or Designee: _____

Date: _____

Date: _____
Recording Secretary

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By _____
Assistant County Attorney

Approved as to form by: Jmm

Date: _____

Date: 1/13/16

AGREEMENTS/CONTRACTS

11p

	New Agreement/Contract
X	Amendment/Change Order Original

ORIGINATING COUNTY
DEPARTMENT:

Juvenile Department

OTHER PARTY TO
CONTRACT/AGREEMENT:

Multnomah County

BOARD AGENDA ITEM
NUMBER:

D.2. 10-1-15

PURPOSE OF
CONTRACT/AGREEMENT:

Increase capacity at Multnomah County Assessment
and Evaluation beds to serve up to 14 youth

RETURN TO JUVENILE

THANKS!

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2015-1380

10/07/2015 10:28:09 AM

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MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 2
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 2

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

C. Article III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$137.53~~ ***\$145.58*** per bed day, up to a maximum of ~~\$43,785~~ ***\$87,570***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

John Ludlow for Scott Taylor

Date:

09/15/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Date:

CONTRACTOR:

Signature:

John Ludlow

Print Name:

John Ludlow, Chair

Signature

Mary Raetke
Recording Secretary

Date:

10-1-15 D.2

Approved as to form
by:

email by Kim Ybarra

Date:

9/15/2015

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ *June 30, 2016*.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Deborah Kaboery / JMM
Elizabeth Taylor

Date:

6/4/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Date:

CLACKAMAS COUNTY, OREGON:

Signature:

[Handwritten Signature]

Print Name:

John Ludlow, Chair

Signature

[Handwritten Signature]
Recording Secretary

Date

10-13-15 E.1

Approved as to form
by:

[Handwritten Signature]

Date:

9/18/15

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original

**ORIGINATING COUNTY
DEPARTMENT:**

Juvenile Department

**OTHER PARTY TO
CONTRACT/AGREEMENT:
BOARD AGENDA ITEM
NUMBER:**

Multnomah County

E.1 9-11-14

**PURPOSE OF
CONTRACT/AGREEMENT:**

purchase A&E (assessment and evaluation) beds from
Multnomah county to provide stabilizing for high risk
youth which will provide information to see more
appropriate resources and services for said youth

RETURN TO JUVENILE

THANKS!

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2014-1312

09/17/2014 10:12:04 AM

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
MULTNOMAH COUNTY

This Agreement is entered into between Clackamas County, a political subdivision of the State of Oregon, on behalf of its Juvenile Department hereinafter referred to as COUNTY and Multnomah County, on behalf of its Juvenile Services Division of the Department of Community Justice, hereinafter referred to as MULTNOMAH.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform;

WHEREAS COUNTY desires MULTNOMAH'S services on the project entitled "A&E beds", in accordance with the SCOPE OF WORK attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

MULTNOMAH agrees to perform for COUNTY the services described in Exhibit A hereto, which incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is June 30, 2015.

ARTICLE III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$137.53 per bed day, up to a maximum of \$43,785. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

Payment shall be made according to the following schedule:

MULTNOMAH will submit an invoice for the previous month's services within 30 days of the end of the month. Invoice shall include a roster of youth including intake and exit dates.

Invoices for work shall be submitted to COUNTY:

Crystal Wright
Administrative Services Manager
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045
503-655-8342 ext 7112
FAX: 503-655-8448

Payment shall be sent to MULTNOMAH:

Attn: Business Services
Multnomah County Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland OR 97214
Phone: 503-988-3701

ARTICLE IV - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to COUNTY:

Ellen Crawford
Department Director
Clackamas County Juvenile Dept.
2121 Kaen Rd.
Oregon City, OR. 97045

If to MULTNOMAH:

Christina McMahon
Division Director
Multnomah County Juvenile Services Division
Department of Community Justice
1401 NE 68th Ave
Portland, OR 97213

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

MULTNOMAH is responsible for the performance of work and will provide progress reports of findings, if any, as stated in Exhibit A, SCOPE OF WORK. MULTNOMAH shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. MULTNOMAH shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MULTNOMAH shall maintain all other records pertinent to this Agreement in such a manner as to clearly document MULTNOMAH performance hereunder.

ARTICLE VI - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, MULTNOMAH agrees to keep confidential any COUNTY proprietary information that COUNTY designates as such and supplies to MULTNOMAH during the course of research performed under this Agreement. Such information

will not be included in any published material without prior approval by COUNTY. MULTNOMAH agrees to provide any proposed publication to COUNTY thirty (30) days prior to submission, to review for the inclusion of COUNTY-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

MULTNOMAH understands that COUNTY client information collected under this Agreement is confidential and the use or disclosure of such information, when not directly connected with the administration of MULTNOMAH's responsibilities with respect to research performed under this Agreement, is prohibited unless consent is obtained from COUNTY's client and, in the case of a minor, that of a responsible parent/guardian.

ARTICLE VIII - GENERAL CONDITIONS

Insurance. The parties understand that each is self-insured with respect to tort liability and each subject to the Oregon Tort Claims Act, ORS 30.260 - 30.300. Each party agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

Indemnification. MULTNOMAH agrees to hold and save harmless COUNTY, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of MULTNOMAH, its officers or agents. MULTNOMAH shall not be required to indemnify or defend COUNTY for any liability arising out of the acts or negligence of employees or agents of COUNTY. COUNTY agrees to defend and hold harmless MULTNOMAH, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of COUNTY, its officers or agents.

ARTICLE IX - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the State courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE X - ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to MULTNOMAH shall be prorated to and include the day of termination

ARTICLE XV - DEBT LIMITATION

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated there for. Any provisions herein that would conflict with law are deemed inoperative to that extent.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND COUNTY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

MULTNOMAH COUNTY

By Deborah Kelsey / Jane Scott Taylor

Date: 8/22/14

CLACKAMAS COUNTY

By John Ludlow
Chair, John Ludlow

Date: 9-11-14 E.I.

Mary Raetke
Recording Secretary Date 9-11-14

Exhibit "A"
Scope of Work
Assessment and Evaluation Program

The Program Description:

The Assessment and Evaluation program will be a voluntary program for male and female youth, ages 13-17, who require a staff secured, out of home placement for assessment/evaluation, stabilization and transition planning. The average length of stay is estimated to be 45 days, but youth may be enrolled for up to 90 days based on individual needs. Participants will receive a comprehensive Global Appraisal of Individual Needs (GAIN) tool, as well as a service plan that will be developed by the Mental Health Consultant, parent (guardian) and the youth. The service plan will reflect how the program will address the youth's issues, describe anticipated outcomes, and will be reviewed and approved by the youth and the parent/guardian. Additional assessments (alcohol and drug, psychological, psychiatric, psychosexual) may be provided as indicated. Services will also include individual and group counseling in a culturally responsive environment, skill building, family counseling and parent training.

Programming services included:

Individual and family counseling
Daily goal setting and review
Aggression Replacement Training skill development
Emotional regulation skills
Thinking errors and pro-social thinking
Basic life skills
Year round on-site school provided by Multnomah Education Service District
Case management and collaboration with Juvenile Counselors
Recreational and cultural activities
Community service
Outings and field trips
Parent training
Psychological and psychiatric consultation
Medical and medication management
Mentorship
Women's Health (girls only)
Trauma Group

Eligibility:

Male and female youth 13 to 17 year of age
Client is under the supervision of Clackamas County Juvenile Department
Client is unable to be appropriately serviced in the community-based program
Client is medically, cognitively, and psychiatrically able to participate

Referral:

The Juvenile Counselors will make referrals to the program through the Treatment Expeditor, to be identified by Multnomah County Department of Community Justice.

Screening:

The Treatment Expeditor will screen youth who are referred.

****Youth who represent imminent risk to self or others may be considered inappropriate**

Information required at the screening:

Social history

Legal history

Family history

Educational history

Psychiatric and/or psychological concerns

Suicidal history

Probation case plan

Pending court dates

Medication history

Other pertinent information that may provide a better understanding of the client's needs.

Curriculum

6 service hours are required per week

Cognitive Group – Evidence-based curriculum that targets criminal thinking errors.

Mindfulness skills – Evidence-based curriculum that teaches emotional regulation skills.

Aggression Replacement Therapy (ART) – Evidence-based curriculum which uses role playing to teach youth different pro-social skills.

Life Skills – Teaches basic life skills (hygiene, cooking, STD prevention, etc.)

Goal Setting and Day Review – Youth will identify one goal in each of the three areas: behavior, accomplish and skill practice. At the end of the day they will review their goals and rate themselves on how they did.

Alcohol and Other Drugs (AOD) Education – Teaches the effects of AOD on the mind and body

Truthought – Teaches problem solving and decision making.

Program Summary:

The program will be designed to serve youth who have a history of failing community programs, not in school, run histories, or family issues which keeps youth from returning home. The program will be staffed with two (2) licensed mental health professionals and one (1) Multnomah Juvenile Counselor in addition to nine (9) Custody Services Specialists. The program will incorporate trauma-informed practices and will provide individual case management, parenting skills training (as needed), on-site schooling, on-site psychiatric services, comprehensive mental health and AOD evaluations, and behavioral skills training as youth prepare to transition into a treatment program or into the community. The program will provide a staff secure placement for youth exhibiting a myriad of behavioral and treatment issues and will quickly assess their needs. Additionally, the

program will enhance the current service array for Latino youth by providing family therapy and transition planning through bilingual staff with 7 day per week coverage. Community agencies will be included in the service delivery as appropriate to be responsive in meeting the individual needs of each youth.

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ *June 30, 2016*.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Deborah Kafoery / JMC President Taylor

Date:

6/4/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney *n/a*

Date:

CLACKAMAS COUNTY, OREGON:

Signature:

[Signature]

Print Name:

John Ludlow, Chair

Signature

Mary Ractric
Recording Secretary

Date

12-13-15 E.1

Approved as to form by:

[Signature]

Date:

9/18/15