



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

July 21, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement and Amendment No. 1, 2  
With State of Oregon for Title IVE Funding**

<b>Purpose/ Outcomes</b>	This IGA provides reimbursement dollars through the federal Title IVE Reimbursement Program for reimbursement of both maintenance and administrative claims provided by the Juvenile Department to the State of Oregon
<b>Dollar Amount and Fiscal Impact</b>	State of Oregon will provide up to \$2,600,000.00 to the Department. There are no general fund dollars required.
<b>Funding Source</b>	Department of Justice through Title IVE
<b>Duration</b>	Effective through September 30, 2017.
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities: The revenue received from this contract will provide funds to be reinvested in the County Juvenile Department for programs and services for juvenile justice youth.
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171

**BACKGROUND:**

State of Oregon through the Department of Human Services have worked collaboratively with the County Juvenile Department to bring Title IVE funding to the county. This program allows reimbursement of costs to the Juvenile Department for services we already render to youth at risk of being placed out of their home. The reimbursement allows for salary, fringe and hard costs of shelter care beds and assessment and evaluation bed costs to be partially reimbursed.

This is a new program for the State of Oregon and we are undergoing many development growth and changes as we navigate through the system. We anticipate this to be an excellent revenue source for the Juvenile Department.

We first entered into an IGA with the State in August 2014 and the agreement was amended in June 2015. In the Amendment, the County was changed from a contract vendor status to a sub-recipient status. This change will require a change in financial reporting for this revenue. The Department is working with the County Finance Department to adopt the necessary accounting structure for this change.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement, and Amendment No. 1 and 2.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department



Agreement Number 145855

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](mailto: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 145855 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County  
2121 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8342  
Facsimile: 503-655-8448  
Email: [crystal@co.clackamas.or.us](mailto:crystal@co.clackamas.or.us)

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows
  - a. Effective January 1, 2016, Section 2. "Agreement Documents" is amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.
    - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
      - (1) Exhibit A, Part 1: Statement of Work
      - (2) Exhibit A, Part 2: Payment and Financial Reporting
      - (3) Exhibit A, Part 3: Special Terms and Conditions
      - (4) Exhibit B: Standard Terms and Conditions
      - (5) Exhibit C: Subcontractor Insurance Requirements
      - (6) Exhibit D: Required Federal Terms and Conditions
      - (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, ~~Exhibits D, A, B, and C~~ Exhibits D, A, B, C and E.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.
- b. Effective January 1, 2016, Section 4. "Vendor or Sub-Recipient Determination" is deleted in its entirety and restated as follows:

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient.  County is a vendor.  Not applicable
- c. Effective January 1, 2016, Exhibit A Part 1, Section 3, subsection a. only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
  - a. The goal of the Title IV-E Reimbursement Program is to reduce juvenile delinquency, increasing offender accountability, and rehabilitating juvenile offenders through a comprehensive, coordinated, community-based juvenile probation system. ~~The target population of the Title IV-E Reimbursement Program is children within the juvenile justice system who meet the eligibility requirements for federal benefits under the Social Security Act. The populations effected by this Agreement are Title IV-E eligible youth. These youth are within the Juvenile Justice system and meet eligibility requirements for federal benefits under the Social Security Act.~~ Federal regulations require that delinquents and status offenders placed in Title IV-E eligible placements meet the same requirements as dependent children in the State of Oregon's legal custody and in placement. The objectives of the Title IV-E Reimbursement Program also include strengthening foster care services and ensuring that the needs for safety, permanency and wellbeing of foster children are met.
- d. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection c., paragraph (1) only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
  - c. Routine and Non-Routine Adjustments:
    - (1) ~~DHS may advance Title IV-E reimbursement payments to County before services are performed. If so, DHS will subsequently compare and reconcile each advanced Title IV-E reimbursement~~

~~payment to qualifying reimbursements. DHS shall make adjustments to future payments based on these reconciliations.~~  
DHS will reimburse County for actual eligible Title IV-E costs.  
If there is a need to make adjustment to previously claimed and approved amounts, DHS shall notify County concerning adjustments to administrative and training cost reimbursements.

- c. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (6) only, to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
- (6) County shall not submit claims for Title IV-E reimbursement for administrative or maintenance expenses related to placement of children in secured pre-adjudication detention, short-term (holdover) or secured post-adjudication correctional facilities or any related costs.
- f. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (10) only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
- d. Title IV-E Reimbursement Program Eligibility Requirements; Reimbursable Costs.
- (10) DHS currently provides the Department of Justice, Division of Child Support ("DCS"), Oregon's Title IV-D Agency, with data indicating Title IV-E eligibility for all children in care. ~~Children for whom County seeks reimbursement will be included in the DHS' data. The DCS will pursue parents of both Medicaid and Title IV-E recipients. Any amount that is collected by the DCS in a month which represents payment on the required support obligation for that month shall be retained by DHS as reimbursement for that month's foster maintenance payment. If the amount collected is in excess of the monthly amount of the foster care maintenance payment, the excess shall be paid to County for deposit in a separate fund created, to be used in the manner that the Court determines will best serve the interests of the child. DHS will provide County any excess amounts collected on a quarterly basis. DHS will make a corresponding deduction in Title IV-E reimbursement payments to County for any Title IV-D Child Support collections made on behalf of a Title IV-E eligible child under the placement and care responsibility of County. County agrees to report the necessary data to the DHS and educate parents regarding their responsibility to cooperate with DCS in its efforts to acquire child support.~~ Children for whom County seeks reimbursement will not be included in DHS' data. The nature of the County business practice does not allow enough time for the support order to be created. The youth in custody of the County rarely remain in care more than 60 days.

- g. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (11) is hereby amended by inserting a new subparagraph (d); new language is underlined and bold. The subparagraphs, following the new (d), are renumbered as follows: (d) becomes (e); (e) becomes (f); and (f) becomes (g).

(d) County shall seek reimbursement for administrative costs for activities related to youth in-homes or supervised by the County, who are at risk of becoming a sex trafficking victim, or who are determined to be a sex trafficking victim. Such activities include:

- (1) Developing and implementing policies and procedures to identify, document in County records, and determine appropriate services for victims of sex trafficking;
- (2) Conducting human trafficking screenings and documenting victims of sex trafficking in County files;
- (3) Determining appropriate services for individuals identified as such victims, including referrals to services; and
- (4) Completing reports required for law enforcement and DHS of children or youth who the County identifies as being a sex trafficking victim.

This also includes activities on behalf of any child missing from foster care for the purpose of administering section 471(a)(35) of the Social Security Act.

- h. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection e. only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.

e. County shall provide DHS compensation in the form of an ~~for~~ administrative activities ~~fee~~ according to the following percentages. The percentages shall be paid to DHS based on the total sum of each quarterly claim:

- (a) Year 1: 3% of the administrative reimbursement.
- (b) Year 2: 1% of the administrative reimbursement.

\*Note: Any additional years beyond Year 2 shall be at 1%.

~~Upon DHS payment on the quarterly invoice to County, DHS will issue reimbursement less the agreed upon schedule percentage for the administrative fee. DHS will email an invoice to County for the appropriate administration fee.~~

- i. Exhibit C "Subcontractor Insurance Requirements" is hereby superseded and restated in its entirety, as set forth in Exhibit C "Subcontractor Insurance Requirements", attached hereto and incorporated herein by this reference.

- j. Effective January 1, 2016, Exhibit E "Information Required by 2 CFR 200.331(a)(1)" is added, as set forth in Exhibit E "Information Required by 2 CFR 200.331(a)(1)," attached hereto and incorporated herein by this reference.

3. Certification.

- a. 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. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
  - (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
  - (2) 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;
  - (3) County and County'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>;
  - (4) 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/>; and
  - (5) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) 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
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN

provided to DHS is true and accurate. If this information changes, County 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. 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. Signatures.

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

Clackamas County

Christy F. M. Mahoney Juvenile Dept. Director 4/17/16  
Authorized Signature Title Date

Approved by Stephen Madkour (County Counsel) on April 7, 2016

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

By:

[Signature] Deputy Director 4/15/16  
Authorized Signature Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)(c)(A)

Assistant Attorney General

Date

Reviewed by DHS Program:

By email: Chris Whitnell

March 29, 2016

Date

Office of Contracts and Procurement:

[Signature] 04/19/2016  
Contract Specialist Date

Clackamas County Board of  
County Commissioners

By John Ludlow, Chair

By Mary Raethke, Recording Sec

Date: \_\_\_\_\_