



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 4, 2017

Department: Juvenile Agenda Planning Date: 9-28-17 Time required: 5

Audio/Visual aids

Contact: Chuck Sybrandt, Interim Director Phone: 503-576-4626

Department Head Signature: Chuck Sybrandt

Table with 2 columns: Field Name (TITLE, Issue, Description & Background, Financial Impacts, etc.) and Field Value (Consider approval of Amendment #2, The Marion County Juvenile Department participates in the Title IV-E federal reimbursement program, etc.)


Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Debbie Durig, ddurig@co.marion.or.us

INTEROFFICE MEMO

MARION COUNTY JUVENILE DEPARTMENT

TO: Camber Schlag, Contracts and Procurement Manager

FROM: Debbie Durig, Contacts Specialist 

DATE: 9-26-17

RE: Reinstatement of Agreement 145834

Please consider reinstating Agreement #145834 from the Department of Human Services as of October 1, 2017. This agreement was received from the state without enough time for review and approval by our Board of Commissioners prior to the expiration date of 9-30-17. We are submitting it for the Board meeting on October 4, 2017.



Agreement Number 145834

**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 **145834** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Marion County
3030 Center Street NE
Salem, Oregon 97301
Attention: Cathy Linvill-Grace
Telephone: (503) 566-2923
Facsimile: (503) 584-4899
Email: clinvillgrace@co.marion.or.us**

hereinafter referred to as “County.”

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) **September 30, 2017** or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows. Language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**:
 - a. **Section 1 “Effective Date and Duration”** of the Agreement is hereby amended to extend the Agreement end date, as follows:

“Upon the date this Agreement is approved by the Department of Justice and signatures have been obtained by all applicable parties, this Agreement shall be effective on April 1, 2014. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [~~September 30, 2017~~] **September 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.”

- b. **Section 3 “Consideration,” subsection (a)** of the Agreement is hereby amended to increase the total not-to-exceed amount, as follows:
- “The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is [~~\$2,400,000.00~~] **\$4,800,000.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.”
- c. Effective October 1, 2017, **Exhibit A, Part 1 “Statement of Work,” section 2 “Services to be provided by County,” subsection (e), paragraph 1** of the Agreement is hereby amended, as follows:
1. Report data about Title IV-E eligible children to DHS for inclusion in the DHS’ National Adoption and Foster Care Analysis and Reporting System (“AFCARS”) submissions to the DHHS. County shall utilize the OR-Kids system to report AFCARS data for eligible youth. [~~County and DHS will develop a process and once the process is finalized an addendum will be added to this document describing the process and roles of each party.~~]
- d. Effective October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 1 “Payment Provisions,” subsection (b)** of the Agreement is hereby amended, as follows:
- b. DHS will determine the amounts of reimbursement quarterly and will submit payments to County within sixty (60) calendar days [~~of the end of each quarter~~] from receipt of a signed invoice.
- e. Effective October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 1 “Payment Provisions,” subsection (d), paragraph 7** of the Agreement is hereby amended, as follows:
7. County shall not use expenditures which are claimed under Title IV-E Foster Care as match or as maintenance of effort under any other federal program. Each claim submitted by the County will include the language certifying the invoice, as follow: “I certify the public funds are not federal funds, and are not used to match or provide maintenance of effort for other federal funds. The record documenting these public fund expenditures are on file and are available for review by the state and/or federal government upon request.” The signator of the claim shall have authority from the County to make such certification.
- f. Effective October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 1 “Payment Provisions,” subsection (d), paragraph (10)** of the Agreement is hereby amended, as follows:
- d. 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 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 October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 1 “Payment Provisions,” subsection (d), paragraph (1), subparagraph (a)(1)** of the Agreement is hereby amended, as follows:

(1) Prior to requesting reimbursement for claims, County shall submit [~~an Implementation Plan~~] **a Policies and Procedures manual** to DHS for approval. County shall follow the procedures and requirements adopted in [~~its Implementation Plan~~] **the Policies and Procedures manual**. The [~~Implementation Plan~~] **Policies and Procedures manual** shall include an appropriate general and/or special Court Order authorizing County’s disclosure of juvenile court records to DHS for purposes of the Title IV-E Reimbursement Program. County may add procedures or requirements to the [~~Implementation Plan~~] **Policies and Procedures manual** on their own initiative.

- h. Effective October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 3 “Reporting Requirements,” subsections (c) and (d)** of the Agreement are hereby deleted in their entirety.

- i. Effective October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting,” section 3 “Reporting Requirements,” subsection (e)** is hereby renumbered as **subsection (c)** of the Agreement, and a **new subsection (d)** is added to the Agreement, as follows:

[e] **c.** County shall submit claims for Title IV-E reimbursement to DHS through the use of reports and forms prescribed by DHS, consistent with federal law and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program. County shall file such reports and forms in accordance with such instructions and by such deadlines as DHS may adopt consistent with federal law and regulations pertaining to the Title IV-E Reimbursement Program.

d. County shall maintain and retain records and documentation of subsections (a) through (c), above, for six (6) years in compliance with federal regulation claiming.

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" 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>
 - (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. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Marion County, Oregon

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

(Remainder of page intentionally left blank)

5. Signatures.

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

Marion County

By:

See attached form _____
Authorized Signature Printed Name

Title Date

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

By:

Authorized Signature Printed Name

Title Date

Approved for Legal Sufficiency:

Approved via e-mail by Jeffrey J. Wahl, Senior Assistant Attorney General 09/12/2017
Department of Justice Date

COUNTY SIGNATURE PAGE

Chuck Sybrandt 9-20-17
Chuck Sybrandt, Interim Director Date

APPROVED AS TO FORM:

County Legal Counsel Date

County Contracts Date

MARION COUNTY CHIEF ADMINISTRATIVE OFFICER

John Lattimer Date

MARION COUNTY BOARD OF COMMISSIONERS

Chair Date

Commissioner

Commissioner