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03-7-30-7

AGENDA COVER MEMO

AGENDA DATE: July 30, 2003

TO: Board of County Commissioners

DEPARTMENT: Children and Families

PRESENTED BY: Serafina M. Clarke, Acting Interim Director and Sr. Program Services Coordinator

AGENDA TITLE: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE OREGON COMMISSION ON CHILDREN AND FAMILIES HEALTHY START – MEDICAID ADMINISTRATIVE ACTIVITIES 2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT NOT TO EXCEED \$705,000

I. MOTION

TO DELEGATE AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE THE OREGON COMMISSION ON CHILDREN AND FAMILIES HEALTHY START – MEDICAID ADMINISTRATIVE ACTIVITIES 2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT NOT TO EXCEED \$705,000.

II. DISCUSSION

A. Background

The Oregon Commission on Children and Families (OCCF) administers Title XIX reimbursement claims for Oregon Healthy Start. At the beginning of a biennium, OCCF projects the level of Medicaid reimbursement for each county's Healthy Start. For the 2003-2005 biennium, the OCF projection for Lane County Healthy Start Medicaid reimbursement is not to exceed \$705,000. The Medicaid projection is discussed in the attached letter dated July 2, 2003 (Attachment A) and the Intergovernmental Agreement (Attachment B). This projection is done at the beginning of the biennium so that county Healthy Start General Fund allocations can be reduced by the 55% match required (50% to the federal government and 5% to OCCF for administration). The Oregon Legislature has directed that Medicaid reimbursement be included as a component of the formula grant to each county.

B. Alternatives/Options

1. Adopt the order and delegate authority to the County Administrative Officer to execute the revenue contract.
2. Reject the order and provide direction to the Lane County Commission on Children and Families (LCCCF) for revisions and resubmission of the order.
3. Reject the order and the state funds.

C. Recommendation

Option 1 – Adopt the order and delegate authority to the County Administrative Officer to execute the revenue contract.

III. IMPLEMENTATION/TIMING

Following Board approval, the County Administrative Officer will sign the revenue contract and an executed copy will be returned to OCCF.

IV. ATTACHMENTS

- A. July 2, 2003 OCCF letter.
- B. Intergovernmental Agreement.



July 2, 2003

RECEIVED JUL 07 2003

Local Commission on Children and Families
Director

RE: 2003-2005 Medicaid, Title XIX, Intergovernmental Agreement

Enclosed is your 2003-2005 Medicaid Agreement. This agreement authorizes your participation in the Healthy Start Medicaid program. Please sign and return the original of this document to the OCCF office as soon as possible.

The projected earnings in this agreement reflect an estimate based on your last three quarters' earnings. This amount is a projection and may not match your actual earnings. The matching requirement (55%) to participate in this program will be reflected as a reduction of your general fund Healthy Start allocation each quarter.

Please contact Julie Strauss or Shannon Addison at Ph. 503-373-1283 if you have specific Medicaid questions.

Thank you,

Shawn Jacobsen
Financial and Information Services Manager

Donna Middleton
Executive Director

530 Center Street NE
Suite 405
Salem, Oregon 97301
503-373-1283
FAX 503-378-8395
www.ccf.state.or.us

Theodore R. Kulongoski
Governor



AGREEMENT # MED03-05LAN

**OREGON COMMISSION ON CHILDREN AND FAMILIES
HEALTHY START - MEDICAID ADMINISTRATIVE ACTIVITIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT**

This Oregon Commission on Children and Families 2003-2005 County Intergovernmental Agreement (the "Agreement") is between the State of Oregon (the "State") acting by and through its State Commission on Children and Families ("Agency") and Lane County, a political subdivision of the State of Oregon, acting by and through its Local Commission on Children and Families ("County").

RECITALS

WHEREAS, under Title XIX of the Social Security Act ("the Act"), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation ("FFP") is the federal government's share for states' Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures ("State Share"). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan").

WHEREAS, the State Medicaid program is administered by the Department of Human Services ("DHS"). Pursuant to ORS 409.010(3), 417.735(7), and 417.735(13), DHS has an interagency agreement with Agency that authorizes Agency to administer Medicaid administrative activities for purposes of the Healthy Start Family Support Services Program authorized under ORS 417.795. Agency administers those Medicaid administrative services through its Agreement with the County.

WHEREAS, ORS 417.760 et seq. establish County as a governmental agency authorized to perform governmental functions and exercise governmental powers. The Healthy Start Program authorized in ORS 417.795, authorizes County to establish Healthy Start Family Support Services programs through contracts, as funding becomes available.

WHEREAS, consistent with the goals of the Healthy Start Program, Agency and County, intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic areas served by the County pursuant to ORS 417.760 et seq. Under the Agreement, County, through subcontracts with local providers ("Providers") will perform Title XIX administrative activities. County will utilize its Providers to provide outreach, health care coordination, and other medical assistance related administrative activities that support the administration of the State Medicaid Plan.

WHEREAS, 42 CFR 433.51 permits the use of State funds allocated to the County to be considered as the State Share in obtaining FFP; and

WHEREAS, Agency and County desire to enter into this contractual relationship to ensure optimal utilization of available federal funding for Healthy Start administrative activities in order to better serve the eligible Medicaid population of Oregon;

NOW THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION. Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2003. Unless terminated earlier in accordance with its terms, the Agreement shall terminate on June 30, 2005.

II. STATEMENT OF WORK. County shall, through subcontracts with its Providers, provide Title XIX administrative activities, including but not limited to Outreach Activities to Inform Families about Health Services and Benefits, Case Planning/Referral/Interagency Coordination, and Wellness Activities and Preventative Health Care Services, each as further defined in the attached Attachment A, which is incorporated herein by this reference (the "Work"). Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

A. County Responsibilities.

1. County represents that it is a local governmental entity established pursuant to ORS 417.760 et seq., and that it is authorized by local authority to enter into the Agreement.
2. County shall require its Providers to submit, necessary information for developing a Medicaid claim for Medicaid allowable activities to Agency on a quarterly basis, including: a list of each individual identified as performing activities under the Agreement and the salary and other personnel expenses for each identified individual; and the actual time study record of all activities.
3. County shall require its Providers to participate in time studies required under the Agreement and to utilize the specific activity codes ("Activity Codes") and time study methodology approved by Agency, DHS, and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") to document time spent on each administrative activity listed in Attachment A and to claim all allowable costs under the Agreement. County shall require its Providers to participate in the time study during the four days per quarter determined by Agency. The Activity Codes that County shall require its Providers to use are attached to the Agreement as Attachment A. Agency will provide the form of the time study Providers must utilize to County.
4. County shall require its Providers to participate, not less than annually, in State-offered Medicaid training on the implementation of the time study and

Activity Codes to ensure its Providers makes claims only for allowable Medicaid administrative activities.

5. County shall require of its Providers that all reimbursement claims for administrative activities are claimed in accordance with OMB Circular A-87. The administrative activities eligible for reimbursement must be directly related to the administration of the State Medicaid Plan.

6. County shall require its Providers to maintain, and make available to County and Agency upon request, the following information on:

- a. Employees who perform services under the Agreement: the employee's name, title, job description, salary, and other personnel expenses for each individual; and
- b. Cost information: records to indicate the nature and extent of services provided, and other resources that have been applied to offset costs; and
- c. Any other information applicable to the Medicaid administrative services provided under the Agreement.

7. County shall require its Providers to provide, all records that support the quarterly claim, upon request of Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, the Oregon Secretary of State, or federal officials.

B. Agency Responsibilities.

1. Agency shall determine the dates during each quarter on which the time study shall be conducted, and shall communicate those dates to the Providers conducting the time study.
2. Upon receipt of time study records from Providers, Agency will compile the time study results on a quarterly basis, calculate the administrative Medicaid claim, and submit the administrative Medicaid claim for payment to DHS.
3. Agency shall provide technical assistance in the identification of allowable Medicaid administrative activities under the Agreement.
4. Agency shall assist County and Providers in responding to any federal Medicaid compliance issues related to the Agreement.

III. CONSIDERATION

A. Summary of Medicaid Payment Methodology. Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. Only allowable Medicaid administrative costs may be claimed. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

1. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid through some other local, State or federal program.
2. Activities that are considered integral to, or an extension of, the specified covered medical services are included in the rate set for the direct services. These activities are properly paid as part of the medical service and are reimbursed under separate Medicaid funding agreements, and may not be claimed as additional costs through the Agreement for administrative Medicaid costs.
3. In no case should a program or claiming unit be reimbursed more than the actual cost of that program or claiming unit.

B. Not-to-Exceed Amount. Payment for all Work performed under the Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under the Agreement is \$705,000. Agency will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment to the Agreement, the amendment must be fully effective before County performs Work subject to the amendment. Agency will not pay for any Work performed before the beginning date or after the expiration date of the Agreement.

C. Agency shall pay County quarterly, in arrears, 100% of the total allowable costs attributable to Medicaid administrative activities provided under the Agreement. The parties agree that County shall pay Agency 10% of that amount for Agency's activities under the Agreement as an administrative charge. Accordingly, Agency will retain 10% of its payment to County. Agency's payment obligation is conditioned on: (1) Agency receiving payment from DHS in an amount sufficient to pay County; and (2) Agency receiving the necessary time study results from Providers to calculate the quarterly claim for Medicaid administrative activities.

D. County may include up to 5% of the total claim as an indirect cost of performing the Work

E. County certifies by its signature to the Agreement that for purposes of 42 CFR 433.51 any funds that it may return to Agency for the State Share for Medicaid administrative activities under the 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.

IV. RECOVERY OF FUNDS

County shall be financially responsible for the final amount of any claim for Work provided under the Agreement that CMS, DHS, or Agency finds unallowable under the Medicaid program. In the event CMS, DHS, or Agency finds any costs claimed by County unallowable, Agency shall provide County written notice identifying the amount that must be refunded to CMS, DHS, or Agency. Within thirty (30) calendar days of Agency's notice, County shall either (1) Make a payment to Agency for the full amount of the unallowable cost identified by Agency in its notice; or (2) Notify Agency in writing that County wishes to repay the unallowable amount from future payments or other means. Agency may then offset the unallowable amount from future payments owed to County under the Agreement, or any payment to County from Agency under any other contract or agreement between County and Agreement, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of Agency set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to Agency by law or under this Agreement.

V. GENERAL PROVISIONS

A. Compliance with Law. County shall comply and shall require its Providers to comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under the Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659A.142; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320, which are incorporated by reference herein. In the performance of Work under the Agreement, County shall use recyclable and recycled products to the maximum extent which is economically feasible. No federal funds may be used to provide Services in violation of 42 USC 14402.

B. Subcontracts. County shall enter into subcontracts for the purposes of performing the Work under the Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Work. Subcontracts must be in writing and contain each of the provisions necessary to permit County to comply with its obligations under the Agreement with respect to the Work performed by the Provider, and any other provisions Agency deems to be reasonably appropriate. County shall maintain an originally executed copy of each subcontract at its office and shall furnish a copy of any subcontract to Agency upon request.

C. Termination

1. The Agreement may be terminated at any time by mutual written consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.

2. In addition, Agency may terminate the Agreement, in whole or in part, immediately upon notice to County, or at such later date as Agency may establish in such notice, under any of the following conditions:

a. Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work under the Agreement is prohibited or Agency is prevented from paying for such Work from the planned funding source;

b. Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Work;

c. County commits any material breach or default of any covenant, warranty, or obligation under the Agreement, fails to perform the Work under the Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under the Agreement in accordance with its terms, and fails to correct such breach, default, or failures within ten (10) calendar days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

3. County's Tender Upon Termination: Upon receiving a notice of termination, County shall immediately cease all activities under the Agreement, unless expressly directed otherwise by Agency in the notice of termination. Upon termination, County shall deliver to Agency all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

4. Termination of this Agreement pursuant to this Section V(C) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover funds from County pursuant to Section IV.

D. Confidentiality of Client Information

1. The Work provided under the Agreement does not include the use of, access to, exchange of or disclosure of personally identifiable health information. Therefore, the parties reasonably believe that the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 do not apply. The Agreement does not require or provide for the use of "standard transactions" as that term is used in the HIPAA Transaction Rules, 45 CFR Part 162. If the Work is revised, or if the federal HIPAA requirements are changed or interpreted in a way that would require the Work to comply with any HIPAA requirement, the parties may amend the Agreement to address such change or interpretation.

2. The use or disclosure of information concerning the administration of the Medicaid program shall be limited to persons directly connected with the administration of the Agreement. Agency and County shall apply confidentiality policies to all requests from outside sources.

E. Record Maintenance; Access. County shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to the Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Secretary of State's Office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to the Agreement to perform examinations and audits and to make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. County shall cause its Providers to comply with the requirements in this section.

F. Notice. Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Office of Contracts and Procurement at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Local Commission on Children and Families Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: State Commission on Children and Families
 Contracts and Procurement Office
 530 Center Street NE, #405
 Salem, OR 97301-3754

Notices to County: Lane County Commission on Children and Families
 125 E Eighth Avenue
 Eugene, OR 97401

G. Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Counterparts. The Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

I. Governing Law, Consent to Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency of the State of Oregon) and County that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

J. Assignment of Contract, Successors in Interest.

1. County shall not assign or transfer its interest in the Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

2. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

K. No Third Party Beneficiaries. Agency and County are the only parties to the Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under the Agreement is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

L. Integration and Waiver. The Agreement, including all of its Attachments, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Agreement. The failure of either party to enforce any provision of the Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

M. Amendment. No waiver, consent, modification or change of terms of the Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific

instance and for the specific purpose given. County, by signature of its authorized representative, hereby acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

N. Headings. The headings and captions to sections of the Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret the Agreement.

O. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of the Agreement.

P. Indemnity

1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under the Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency. Notwithstanding the foregoing limitations, County's obligation to indemnify the State of Oregon and Agency, although still existing only to the extent permitted by Article XI, Section 10 of the Oregon Constitution, shall not be limited by the Oregon Tort Claims Act for any claims, suits, actions, losses, damages, liabilities, costs and expenses related to a cause of action based upon 42 USC § 1983, the Constitution of the United States or any other federal law.

2. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

3. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Q. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION V(P) OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THE AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

R. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

VI. FEDERAL PROVISIONS

A. In addition to the requirements of Section V(A), County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of the 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. Equal Employment Opportunity. If the Agreement, including amendments, is for more than \$10,000, then County shall 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).

2. Clean Air, Clean Water, EPA Regulations. If the Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), 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 (40 CFR Part 15), 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 Agency, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and cause all Providers to include in all contracts with Providers receiving more than \$1000,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section.

3. Energy Efficiency. County shall 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 (Pub. L. 94-163).

4. Truth in Lobbying. County certifies, to the best of 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, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. 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.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement imposed by section 1352, Title 31, 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.

5. Resource Conservation and Recovery. County shall comply and cause all Providers 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 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 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 Parts 247-253.

6. Audits. County shall comply and, if applicable, cause Providers to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

7. Debarment and Suspension. County shall not permit any person or entity to be a Provider 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 Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR part 76). 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. Providers 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.

8. Medicaid Compliance. To the extent County provides any Work whose costs are paid in whole or in part by Medicaid, County shall comply with and

cause its Providers to comply with the federal and state Medicaid statutes and regulations applicable to the Work, including but not limited to:

- a. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to DHS, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of the U.S. Department of Health and Human Services;
- b. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- c. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- d. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

County shall include and cause all Providers to include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

9. Americans with Disabilities Act. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Work.

10. Pro-Children Act. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

Additional Certification: By execution of the Agreement, I, an authorized representative of County, certify that all data, claims, submissions or other submissions that provide a basis for claiming or receiving reimbursement under the Agreement will be true, accurate, and complete; that payment of claims to County will be from federal and State funds, and therefore, any falsification or concealment of a material fact by County when submitting claims or other submissions to obtain payments may be prosecuted under federal and State laws.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed as of the dates set forth below their respective signatures.

State of Oregon

acting by and through its Commission
on Children and Families

By: Donna Middleton

Name: Donna Middleton

Title: Director

Date: 7-1-03

Lane County

acting by and through its Local Commission
on Children and Families

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE
WITH ORS 291.047

By: Esin Onat

Name: Esin Onat

Title: Assistant Attorney General

Date: 7/1/03

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A**

ACTIVITY CODES

A. Outreach Activities to Inform Families about Health Services and Benefits

- Meetings, home visits or phone contacts to obtain information about a family's access to health care and to inform families about state programs to pay for medical care (i.e. Medicaid, etc.), creating or dissemination of materials to inform children and families about Medicaid and health benefits available, assisting a child and family in determining and establishing Medicaid eligibility (i.e. collecting information for the Medicaid application, helping complete necessary forms for the Medicaid application, updating any forms when a child's circumstances change), related travel and paperwork.

B. Case Planning/Referral/Interagency Coordination

- Case Planning: Planning, coordination and monitoring case plans for vulnerable children and families, including any agency staffing to coordinate and plan services (Individual Family Support Plan, -IFSP-, multidisciplinary team meetings, conferencing on health, developmental, Public Health Department consultations), arranging for services, writing case plans or summaries, preparing material for case reviews, coordinating child specific services (i.e. psychological counseling, health, substance abuse counseling and consultation), arranging transportation, related travel and paperwork.
- Referral and Coordination: Making referrals for and coordinating the delivery of screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other medical or nutritional services, contact to parents regarding health needs of child, related travel and paperwork, gathering background information and supportive data such as social history and medical history, from standardized forms, notifying primary medical providers of target population services, developmental screenings and related service information, arranging transportation.
- Interagency Coordination: Working with other agencies to improve services, expand health and medical services and their utilization to specific target populations, gathering information about their functions, to improve early identification of health and developmental problems, related travel and paperwork.

C. Wellness Activities and Preventative Health Care Services

- Immunization: Notifying parents of immunization requirements, scheduling immunizations, coordination of immunizations for children and recruitment of providers to do immunizations, assessing and tracking immunization status, arranging transportation, related travel and paperwork.
- Maternal Care Services: Arranging for prenatal, postpartum and newborn care, pre-pregnancy risk prevention, coordinating health education for new mothers regarding:

1) infant health and development, 2) accident and disease prevention and home safety. Arranging transportation related travel and paperwork.

- **Family Planning:** Developing a family planning, education, counseling and service program compatible with community norms, locating or developing family planning information and materials and methods of distribution, developing a family planning service referral network, related travel and paperwork.
- **Developmental Delay:** Early identification of age appropriate child development and or delays to assure health and developmental problems are found, diagnosed and treated; assuring early medical consultation and evaluation; preparing and disseminating child health related materials to parents and others; assisting families to use the appropriate medical care and understand age appropriate child development; promote and advocate for appropriate planning for the health / medical needs of children; related travel and paperwork.
- **Other Wellness Activities:** Disseminating preventative health care information and materials, programs and presentations on preventative health care related topics such as substance abuse prevention programs (this does not include teaching or facilitating health classes at educational institutions), related travel and paperwork.

D. Learning Environment and Education Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation.

E. Direct Health Care Services

- Providing direct care, service or treatment to a child in order to correct a condition, (i.e. primary health care, speech, counseling, or providing screenings such vision or hearing).

F. Case Management Services

- Activities which will assist the client in gaining access to and effectively utilizing needed psychosocial, nutritional, and other services, making direct referrals to social services such as housing, energy assistance, educational and/or special education, child care, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. **Nutrition Services:** Information and access to food assistance programs such as Women, Infants and Children ("WIC"), public food banks, food stamps, etc., lactation consultation, overseeing postpartum and general weight loss nutrition plan.

G. Other Services

- All other job related activities that do not fall under one of the above categories, lunches, leaves, conferences, staff meetings, and personnel issues.

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

RESOLUTION) IN THE MATTER OF DELEGATING AUTHORITY
AND ORDER) TO THE COUNTY ADMINISTRATIVE OFFICER
) **TO EXECUTE THE OREGON COMMISSION ON**
) **CHILDREN AND FAMILIES HEALTHY START –**
) **MEDICAID ADMINISTRATIVE ACTIVITIES**
) **2003-2005 COUNTY INTERGOVERNMENTAL**
) **AGREEMENT NOT TO EXCEED \$705,000**

WHEREAS, the Oregon Legislature has directed local Healthy Start Programs to claim eligible reimbursement and has included projected reimbursement in total funding allocation for local programs; and

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements; COUNTY and the STATE OF OREGON are both units of local government; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners delegate authority to the County Administrative Officer to execute the Oregon Commission on Children and Families Healthy Start – Medicaid Administrative Activities 2003-2005 County Intergovernmental Agreement.

APPROVED this ____ day of July, 2003.

Peter Sorenson, Chair
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
Date 7/22/03 lane county
Haidlaw
OFFICE OF LEGAL COUNSEL