

AGENDA COVER MEMO

AGENDA DATE: June 25, 2003
TO: Board of County Commissioners
DEPARTMENT: Health & Human Services
PRESENTED BY: Rob Rockstroh



AGENDA TITLE: IN THE MATTER OF ACCEPTING AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. 99645 IN THE AMOUNT OF \$132,456, FROM THE OREGON DEPARTMENT OF HUMAN SERVICES, OFFICE FOR SERVICES TO CHILDREN, ADULTS AND FAMILIES, FOR SERVICES TO INDIVIDUALS IN TREATMENT FOR CHEMICAL DEPENDENCY.

I. MOTION

TO ACCEPT AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. 99645 IN THE AMOUNT OF \$132,456, FROM THE DEPARTMENT OF HUMAN SERVICES, OFFICE FOR SERVICES TO CHILDREN, ADULTS AND FAMILIES, FOR SERVICES TO INDIVIDUALS IN TREATMENT FOR CHEMICAL DEPENDENCY.

II. ISSUE OR PROBLEM

Lane County Health & Human Services has received Amendment No. 1 to an Intergovernmental Agreement (IGA) from the Oregon Department of Human Services, Office for Services to Children, Adults and Families (CAF) in the amount of \$132,456 to provide family support services for individuals in treatment for chemical dependency. The total amount of the Amendment exceeds the limitation set for the County Administrator's authority to accept and to sign. The funds are dedicated for the grant and, therefore, must be appropriated.

III. DISCUSSION

A. Background/Analysis

In October of 1999, the State of Oregon enacted Senate Bill 408 to come into compliance with the federal Adoption and Safe Families Act (ASFA). The bill requires CAF to begin the process of termination of parental rights of

The bill requires CAF to begin the process of termination of parental rights of a child when the child has been in foster care for 15 of the most recent 22 months. Its intention is to move children out of foster care into permanent homes when parents do not demonstrate sufficient progress toward responsible parenting.

CAF developed strategies to implement the requirements in the bill. One of these is enhanced support for parents determined to be in need of addiction treatment. Funds were allocated statewide to the CAF branches for this purpose. This IGA Amendment provides \$125,833 for one year for program services and \$6,623 for one year for administration for continuation of this project.

A competitive process was conducted in the Spring of 2000 and the Relief Nursery was selected as the provider of the services for a three-year period ending June 30, 2003. Therefore, a competitive selection process must be conducted to identify the provider for continuation of this project.

Extension of this IGA and project funding was not anticipated, so, a competitive selection process has not been conducted at this time and there is inadequate time to do the selection prior to July 1, 2003. However, a notice of intent to extend services was published and no objections were received to continue funding the services provided by the Relief Nursery for a three-month period in the amount of \$31,458. Therefore, a contract will be written with the Relief Nursery to extend these services through September 30, 2003. This will provide the time needed to conduct a competitive process to determine the provider of services for the remaining nine months of the fiscal year.

Upon identification of a subcontract provider for the remaining nine months, the Board will be asked to award the contract as the total dollar amount will be \$94,375 and will exceed the County Administrator's authority to sign.

Since the project is a continuation of services in place, there will be no increase in Lane County staff nor indirect costs associated with this Amendment. The administrative funds, \$6,623 (five percent of the total available), will continue to support administration of the project.

The total funds in the IGA Amendment No.1, \$132,456, exceeds the limit of the County Administrator's authority to accept and to sign. Therefore, the board must act to allow for signature.

The increase in services are supported by dedicated grant funds, consequently, the \$132,456 for this fiscal year must be appropriated. However, it is not possible to appropriate the funds at this time because the

fiscal year does not begin until July 1, 2003. Therefore, appropriation of these funds will be done through Supplemental Budget No. 1, in FY 2003-04.

This Amendment #1 also requires the county to agree to HIPAA business associate obligations to the extent applicable to this agreement. The services covered by this agreement include intervention for addiction treatment, treatment support and, treatment advocacy. These services, whether provided by Lane County or a subcontractor, are likely to include an exchange of protected health information. Based on this, the exchange of this information would likely trigger business associate obligations. The business associate requirements set forth in the agreement by the state (OAR 125-055-0100 through 0120) appear consistent with HIPAA and compliance is feasible.

B. Alternatives/Options

1. To accept the motion and allow for processing of the Amendment.
2. Not to accept the motion.

C. Recommendation

To approve item one above and allow the Amendment to be processed.

D. Timing

Services supported by these funds are a continuation of a program currently provided by the Relief Nursery. This program is vital in the effort to return children to their parents and continue to keep families intact. Therefore, actions to implement this change will take place as soon as the Board has acted.

IV. IMPLEMENTATION

Upon approval by the Board, the Amendment will be processed for signature, the funds will be appropriated in FY 2003-04, as part of Supplemental Budget No. 1, a subcontract will be written for a three-month period for the Relief Nursery, and a selection process will be conducted to determine the service provider for the remaining nine months of the fiscal year.

V. ATTACHMENTS

Board Order

Attachment A – Amendment No.1 to IGA No. 99645 with Oregon Department of Human Services

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF ACCEPTING AMENDMENT NO. 1 TO
) INTERGOVERNMENTAL AGREEMENT NO. 99645 IN THE
) AMOUNT OF \$132,456 FROM THE OREGON DEPARTMENT OF
) HUMAN SERVICES, OFFICE FOR SERVICES TO CHILDREN,
) ADULTS AND FAMILIES, FOR SERVICES TO INDIVIDUALS IN
) TREATMENT FOR CHEMICAL DEPENDENCY.

WHEREAS, The Board of County Commissioners accepted Intergovernmental Agreement No. 99645 in April 2000 from the Oregon Department of Human Services to institute a family support project for parents who have chemical addiction problems and are at-risk of losing their children; and

WHEREAS, the Agreement provided funds to support project services and funds for administration of the project; and

WHEREAS, Health & Human Services conducted a competitive selection process to identify a subcontract agency, the Relief Nursery, to provide the services and received administrative reimbursement of five percent of the total funds; and

WHEREAS, Amendment No. 1 forwards \$132,456 in additional funding to continue this project and extends it through June 30, 2004; and

WHEREAS, the Lane Manual 21.147(4) states that the County Administrator is delegated authority to execute Intergovernmental Agreement amendments based upon the original dollar amount; and

WHEREAS, the total of Amendment No. 1 exceeds 20 percent of the original contract amount, thereby exceeding the delegated authority of the County Administrator.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners accept Amendment No. 1 to Intergovernmental Agreement No. 99645 with the Oregon Department of Human Services, Office of Children, Adults, and Families which provides funding for family support services to parents with chemical addiction problems.

IT IS FURTHER ORDERED that the Board of County Commissioners authorize the County Administrator to sign for acceptance of the Amendment.

DATED this _____ day of June 2003.

Peter Sorenson, Chair
Board of County Commissioners

APPROVED AS TO FORM

Date 6/13/03 Lane County

J. Kaidlaw

OFFICE OF LEGAL COUNSEL

Contract No. 99645

Date: May 30, 2003

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

AMENDMENT NO. 1

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Contracts and Procurement Unit at (503) 945-5818 or TTY (503) 945-5928.

AMENDMENT OF AGREEMENT NO. 99645, dated July 2, 2001, between the State of Oregon, Department of Human Services, hereinafter referred to as the "Department," and

LANE COUNTY HEALTH AND HUMAN SERVICES

125 East 8th Ave.

Eugene, OR 97401

hereinafter referred to as the "Contractor/County."

1. This is Amendment No. 1 to original Agreement No. 99645. This Amendment No. 1 shall become effective on the date it has been signed by every party hereto.
2. The purpose of Amendment No. 1 is to extend the contract end date, increase the contract not to exceed amount, revised selected sections of the agreement. The Department's supervising representative for this Amendment No. 1 is Jay Wurscher.
3. Agreement No. 99645 between the Department and Contractor/County shall be amended as follows. Unless the content of the specific revision makes it otherwise clear, **[the language to be deleted is in bold type and bracketed]**, the new language is in bold type and underlined.
4. Amend second paragraph, which begins "Effective Date and Duration", of the document entitled "STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT" to read as follows:

"Effective Date and Duration: This agreement shall become effective on July 2, 2001 or on the date at which every party has signed this agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this agreement, whichever date is later. This agreement shall expire,

unless otherwise terminated or extended, on ~~[June 30, 2003]~~ June 30, 2004. However, such expiration shall not extinguish or prejudice Department's right to enforce this agreement with respect to (i) any breach of Contractor/County warranty; or (ii) any default or defect in Contractor/County performance that has not been cured."

5. Amend fourth paragraph, which begins "Consideration", of the document entitled "STATE OF OREGON GRANT AGREEMENT" to read as follows:

"Consideration: Department agrees to pay Contractor/County an amount not to exceed ~~[\$264,912.00]~~ \$397,368.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor/County as outlined in the Agreement document entitled SCHEDULE."

6. Amend Section B Consideration subsection 1, of the document entitled "SCHEDULE" to read as follows:

"1. As consideration for costs of providing the agreed services, for the period beginning July 2, 2001, (or on the date at which every party has signed this agreement, whichever date is later), and ending ~~[June 30, 2003]~~ June 30, 2004, the Department will pay the Contractor/County, by check(s), an amount not to exceed ~~[\$264,912.00]~~ \$397,368.00, to be at the rate of \$11,038.00 per month for a maximum of ~~[24]~~ 36 months to be paid as follows:

- a. A&D In-home Support Specialists to be paid at the rate of \$2,892.70 per month per Specialist for a total not to exceed amount of \$5,785.40 per month;
- b. A&D Treatment Specialists to be paid at the rate of \$1,446.35 per month per Specialist for a total not to exceed amount of \$2,892.70 per month;
- c. A&D Support Services Specialist to be paid at the rate of \$1,808.00 per month.
- d. Administrative expenditures to be paid at the rate of \$551.90 per month."

7. Amend Section B Consideration subsection 3, of the document entitled "SCHEDULE" to read as follows:

"3. Billing(s) shall be submitted on a preprint CF 284A to: **[State Office for Services to Children and Families, Accounting Services, 500 Summer Street E75, Salem, OR 97301]** Jay Wurscher, CAF, Human Services Building, 500 Summer Street NE, Salem, OR 97301-1067. Payment will be made by the Department to the Contractor/County monthly, on or after the first of each month following the month in which the services were performed,

unless otherwise terminated or extended, on ~~[June 30, 2003]~~ June 30, 2004.

However, such expiration shall not extinguish or prejudice Department's right to enforce this agreement with respect to (i) any breach of Contractor/County warranty; or (ii) any default or defect in Contractor/County performance that has not been cured."

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of each month following the month in which the services were performed, subject to receipt and approval by the Department of Contractor/County's report and billing. For QUESTIONS regarding payments and billing forms, contact Accounting Services at (503) 945-5952.

7. Amend Section 3 "Compliance with Applicable Law" of the document entitled "GENERAL PROVISION" to read as follows:

"3. Compliance with Applicable Laws

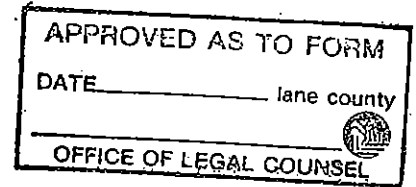
a. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with **the following laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract:** (i) **Titles VI and VII of the Civil Rights Act of 1964, as amended;** (ii) **Section [V] 503 and 504 of the Rehabilitation Act of 1973, as amended;** (iii) **the Americans with Disabilities Act of 1990 [and ORS 659.425], as amended;** (iv) **Executive Order 11246, as amended;** (v) **The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;** (vi) **The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;** (vii) **Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996;** (viii) **ORS Chapter 659, as amended;** (ix) all regulations and administrative rules established pursuant to the foregoing laws; and [v] **(x)** all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.** Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320, [and 279.555] which are incorporated by reference herein."

(b) HIPAA Business Associate Requirements: The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing the Act require that Agency obtain certain satisfactory assurances from its business associates. Such satisfactory assurances and the other business associate contracting requirements are contained in OAR 125, Division 55. Contractor is a business associate of Agency and desires to provide such assurances with respect to the performance of its

obligations under the Contract. Effective April 14, 2003, Contractor provides the satisfactory assurances contained in OAR 125, Division 55, which is incorporated herein by this reference, and Contractor and Agency agree to comply with the terms and conditions contained in OAR 125, Division 55."

Except as expressly amended above, all other terms and conditions of this Agreement remain unchanged and are in full force and effect. Contractor/County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as to the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The individual signing this Amendment on behalf of the Contractor/County hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of the Contractor/County, that he or she has authority and knowledge regarding the Contractor/County's payment of taxes, and that to the best of his or her knowledge, the Contractor/County is not in violation of any Oregon tax laws.



SIGNATURES:

CONTRACTOR/COUNTY:

By: _____
Authorized Representative Date

**DEPARTMENT OF HUMAN SERVICES,
Children, Adults and Families:**

By: _____
Authorized Representative Date

Approved as to Legal Sufficiency/Oregon Department of Justice:

By: *Paul Ford*
Assistant Attorney General Date 6-3-03

Reviewed/Contracts and Procurement Unit, DHS:

By: _____
Contracts Coordinator Date