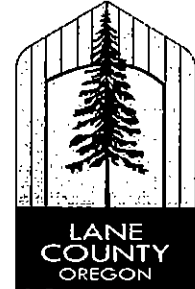


AGENDA COVER MEMO



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 AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON HEALTH & SCIENCES UNIVERSITY IN THE AMOUNT OF \$50,196 FOR SUPPORT OF THE CACOON PROGRAM SERVICES.

I. MOTION

TO ACCEPT AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON HEALTH & SCIENCES UNIVERSITY IN THE AMOUNT OF \$50,196 FOR SUPPORT OF THE CACOON PROGRAM SERVICES.

II. ISSUE OR PROBLEM

Health & Human Services recently received an Intergovernmental Agreement (IGA) from the Oregon Health & Sciences University, Child Development and Rehabilitation Center, for continuation of the CaCoon program (community-based, family-centered, care coordination program). The 2003-04 IGA has been increased over the amount forwarded for services in the past. The increase has enhanced the amount of support to more than \$50,000. Therefore, it exceeds the amount for which the County Administrator is authorized to sign and the Board of County Commissioners must accept the award and authorize the County Administrator to sign the IGA.

III. DISCUSSION

A. Background/Analysis

Lane County has contracted with the Oregon Health & Sciences University to provide the CaCoon program for many years. This has been a very effective and beneficial partnership. The CaCoon program provides care coordination services for children, adolescents and young adults who have special health

needs in Lane County. Funding supports a public health nurse (0.8 FTE) who functions as a CaCoon Coordinator, plus provides some materials and supplies.

None of the IGA requirements have changed from the IGAs signed for the past two years. However, the total forwarded in support of the program has increased by three percent. In the past, the total amount of funds supporting the IGA was less than \$50,000. In 2001-02 the total was \$47,304; in 2002-03 it was \$48,732; for 2003-04 the total is \$50,196.

Since the total amount of the 2003-04 IGA exceeds the County Administrator's authority to accept and sign per Lane Manual 21.145(b), this Board Order seeks acceptance of the IGA and delegation by the County Commissioners for the County Administrator to sign the IGA.

B. Alternatives/Options

1. To accept the motion.
2. Not to accept the motion. This would not allow Lane County to receive the IGA and funds in support of services to be provided beginning July 1, 2003.

C. Recommendation

To approve item one above and accept the IGA with Oregon Health & Sciences University for CaCoon services, and delegate authority to the County Administrator to sign the IGA.

D. Timing

The IGA is effective July 1, 2003 through June 30, 2004. Therefore, the IGA must be signed as soon as possible to enable H&HS to receive revenue in support of the public health nurse position for the CaCoon program.

IV. IMPLEMENTATION

Upon approval by the Board, the Department of Health & Human Services will process the IGA for signature by the County Administrator.

V. ATTACHMENTS

Board Order
Intergovernmental Agreement, 2003-2004, No. C-2004-0019

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF ACCEPTING AN INTERGOVERNMENTAL
) AGREEMENT WITH THE OREGON HEALTH & SCIENCES
) UNIVERSITY IN THE AMOUNT OF \$50,196 FOR SUPPORT OF
) THE CACOON PROGRAM SERVICES.

WHEREAS, the Board of County Commissioners is recognized as the local public health authority; and

WHEREAS, the Oregon Health & Sciences University has forwarded an Intergovernmental Agreement to provide funding for the Child Development and Rehabilitation Center CaCoon Program; and

WHEREAS, CaCoon is a community-based, family-centered, care coordination program for children with special health needs; and

WHEREAS, the funding in the IGA will support a portion of a 0.8 FTE public health nurse who will function as a CaCoon Coordinator; and

WHEREAS, this is continuation funding for the position and program which has been in place for many years; and

WHEREAS, the funding forwarded in the IGA, \$50,196, exceeds the County Administrator's authority to accept and sign per the Lane Manual.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners accept an agreement in substantial compliance with the 2003-04 Intergovernmental Agreement with the Oregon Health & Sciences University, Child Development and Rehabilitation Center, to provide funding support for CaCoon services.

IT IS FURTHER ORDERED that the Board of County Commissioners delegate authority to the County Administrator to sign for acceptance of the Agreement for the CaCoon Program in the amount of \$50,196.

DATED this _____ day of June, 2003.

Peter Sorenson, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 6/13/03 Lane County
Shaichlan
OFFICE OF LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CHILD DEVELOPMENT AND REHABILITATION CENTER,
OREGON HEALTH & SCIENCES UNIVERSITY
AND
LANE COUNTY

This is an agreement by and between Oregon Health & Sciences University (OHSU), an Oregon public corporation, on behalf of the Child Development and Rehabilitation Center, hereinafter called, "CDRC") and Lane County (hereinafter called COUNTY).

I. Statement of Purpose:

The Child Development and Rehabilitation Center, through Oregon Services for Children with Special Health Needs (OSCSHN), is the state agency designated to establish a community based, family centered care coordination program, (CaCoon), for children with special health needs. As part of CaCoon, the CDRC will participate with counties to provide for the services of a CaCoon Coordinator to assist the CDRC in the coordination of care for Oregon Services for Children with Special Health Needs (OSCSHN).

This agreement details the service to be provided by COUNTY in the provision of services through the CaCoon Program.

II. Statements of Specific Roles and Responsibilities:

- A. The COUNTY will provide a public health nurse at 0.80 FTE who will function as a CaCoon Coordinator to provide care coordination services for children, adolescents, and young adults who have special health needs.
- B. The COUNTY will provide office space, telephone, use of a copier, and desktop supplies for the CaCoon Coordinator.
- C. The OSCSHN Assistant Director of the CDRC Office in Portland will provide direction, in conjunction with the Director or MCH Supervisor, COUNTY, to the CaCoon Coordinator. Program direction will consist of implementation of the program and nursing consultation.
- D. Direct supervision of the CaCoon Coordinator will be by the MCH Supervisor, COUNTY. The OSCSHN Assistant Director will provide any project supervision through the MCH Supervisor, COUNTY.
- E. The COUNTY will ensure that the CaCoon Coordinator will perform services for the target population (Attachment D) as specified in the job description (Attachment A) and will meet the minimum standards of program performance (Attachment C). All of these attachments are by this reference made a part hereof.
- F. Counties are encouraged to coordinate CaCoon and Babies First! Programs to maximize services for children residing in the county.
- G. Geographic area to be covered is Lane County.

III. Financial Considerations:

- A. Funding for this position shall be contingent upon the receipt of MCH Block Grant funds by the CDRC from the U.S. Health Resources and Services Administration through the Oregon Department of Human Services, Office of Family Health.
- B. The amount defined in III-C below is based on the County population, projected need and available dollars.

- C. Payment by the CDRC will be prepaid quarterly in advance in the amount of 12,549.00 to the COUNTY for a 0.80 FTE public health nurse. This amount covers salary and fringe benefits in the amount of \$3,802.73 per month and 10% administrative overhead in the amount of \$380.27 per month.
- D. The parties agree that prepayment of the fourth quarter payment is contingent upon the county's submittal of required data for the previous period and compliance with the referenced minimum standards of program performance.

Questions regarding payment shall be directed to:

Accounts Payable
Child Development and Rehabilitation Center
PO Box 574
Portland, OR 92707-0574
503-494-5487

Payments shall be directed to the County at the following address:
Lane County Health & Human Services
125 E 8th Ave
Eugene, OR 97401

- E. Receipt of funds for CaCoon services billed to Medicaid by the COUNTY for targeted case management or other parties will be reinvested in the CaCoon program. Evidence of the intended use of these additional funds will be the increased reported contacts over and above those expected through FTE funded by this agreement.

IV. Administrative Considerations:

- A. This Agreement shall be in effect from July 1, 2003 through June 30, 2004.
- B. Both parties to this Agreement will comply with the confidentiality requirements of state and federal law to assure confidentiality of individual client data. The CaCoon Coordinator will be responsible for having the client or legal guardian sign a Consent for Exchange of Confidential Information to allow the exchange of information between the CDRC and the County Health Department.
- C. The individuals occupying the following positions in each agency will be responsible for:
1) implementing this agreement as specified; 2) monitoring the implementation; and 3) negotiating change when necessary to update the Agreement:

- 1. CDRC – OSCSHN Assistant Director: Telephone: 503-494-6961
Catherine Renken, RN, MPH Fax: 503-494-2755
- 2. ~~Peg Jermette~~ Telephone: 541-682-~~4043~~³⁹⁵⁰
Karen Gillette Fax: 541-465-2455

- D. The failure of the CDRC to enforce any provision of this contract shall not constitute a waiver by the CDRC of that or any other provision.
- E. The CDRC and the COUNTY intend that the COUNTY's relationship to the CDRC at all times and for all purposes under this contract is to be that of independent contractor. The CDRC is interested solely in the results of the services rendered and does not intend, nor reserve the right, to control the manner or performance of said services. The COUNTY is not to be considered an agent or employee of the CDRC for any purposes, and neither the COUNTY nor any of its agents or employees are entitled to any of the benefits that the CDRC provides for its employees. The COUNTY will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract. The parties agree that the funding for this position is provided by CDRC but that all

responsibility for management, discipline, workers compensation insurance and all other employee issues are the responsibility of the COUNTY.

- F. This contract may be terminated by mutual consent of both parties or by either party upon 30 days' notice. Such notice must be in writing and delivered by certified mail or in person. Either party may terminate this contract effective upon delivery of written notice to the other, or at such later date as may be reasonably established, under any of the following conditions:
1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for purchase of the indicated quantity of services. When possible and agreed upon, the contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
 3. If any license or certificate required by law or regulation to be held by either party to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- G. The CDRC by written notice of default (including breach of contract) to the COUNTY may terminate the whole or any part of this agreement:
1. If the COUNTY fails to provide services called for by this contract within the time specified herein or any extension thereof.
 2. If funding provided or collected under this contract is used to supplant funding for other programs within the COUNTY.
 3. If the COUNTY fails to perform any of the other provisions of this contract, or fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CDRC, fails to correct such failures within 10 days or such longer period as the CDRC may authorize.
- H. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CDRC that arises out of or related to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- I. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, each party agrees to hold harmless, defend, and indemnify the other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- J. All notices, certificates, or other communication rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their respective places of business as set forth on the face of this contract.
- K. The parties agree that if any term or provision of this 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 contract did not contain the particular term or provision held to be invalid.
- L. The terms of the agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

- M. Both parties agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this contract. They further agree to comply with the Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.
- N. COUNTY represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other federal or state government program. In the event COUNTY is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, COUNTY will notify CDRC in writing within seven (7) days after such event, and upon the occurrence of such event whether or not such notice is given to CDRC, CDRC may immediately terminate this Agreement upon written notice to COUNTY.
- O. 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. BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, THE PARTIES ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

OREGON HEALTH & SCIENCES UNIVERSITY
on behalf of its
CHILD DEVELOPMENT AND REHABILITATION CENTER

LANE COUNTY ~~HEALTH & HUMAN SERVICES~~

Chris Belden Date
Contract Coordinator, Contract Office

Date

Brian Rogers *5/30/03*
Brian Rogers, MD Date
Director
Child Development and Rehabilitation Center

Date

William A. VanVactor Date
County Administrator

*Approved as to form by OHSU Legal Department
-May 28, 2003*

REVIEWED AS TO FORM	
County Legal Counsel	Date

ATTACHMENT A

CaCoon OREGON CARE COORDINATION PROGRAM Job Description

The goals of the CaCoon Program are to identify children and youth, birth to 21, with special health needs (CSHN), assure access to care and to assist families with the information and skills they need to become as independent as possible in caring for their child(ren). The role of the Care Coordinator is to help families identify their concerns, priorities and available resources; learn about and access comprehensive services within their communities, and coordinate the health and community services for their child(ren) with special needs.

Activities with Families:

1. Assure that each child has a primary care provider for routine health care and provision for or referral to comprehensive assessment and specialty care when needed.
2. Conduct a comprehensive nursing assessment of the child's health including vision, hearing, and developmental assessment using valid and reliable instruments designed for this purpose. It is not necessary to repeat vision, hearing and developmental assessments if they have been done recently by another professional (such as in EI).
3. Conduct a family assessment to identify family strengths, priorities, available resources, concerns and resource needs.
4. In collaboration with the family, develop a health plan and determine steps to accomplish family priorities and obtain needed services. Evaluate and revise the plan as needed and document in the child/family health record.
5. Monitor child and family progress according to program standards. (See Attachment C)
6. Inform families of, and refer them to available community and specialty resources for health, education and family support.
7. Provide information and education regarding their child's health issues.
8. Assist the family in the coordination of and communication with multiple health providers and community services when necessary.
9. Maintain regular contact with the family to assure they are not encountering barriers and are receiving necessary services.
10. Advocate for the child and family with providers and agencies.

For counties receiving funds for CaCoon Expansion:

11. Perform coordinator responsibilities as outlined in the CaCoon Expansion Guidelines. (See Attachment B)

For counties receiving funds for Adolescent Transition:

12. Assist adolescents with special health needs to transition to adulthood.

At the community level the Coordinator should make efforts to inform the community of specialty resources, barriers to service, and issues for children with special health needs.

1. Assist in community processes to identify needs and resources for children with special needs and participate in developing absent or deficient services. (i.e.; respite care and child care, access to public buildings, etc.)
2. Serve as a resource to other health, education and community service providers regarding children with special health needs. (i.e.; providing information on specific disabilities or services such as SSI, OSCSHN funding, etc.)
3. Assure that CaCoon is represented on the county Local Interagency Coordinating Council (LICC) serving the EI/ECSE population or Early Childhood Committee.
4. Protect confidential information between the family, county health department and community partners by following appropriate procedures.
5. As Title V explores additional services at the local and regional level for children with special health needs, the CaCoon Coordinator may be asked to participate in program planning and coordination of these services for the children residing in their county. (i.e.; Community Connections Network, grant projects, State planning, etc.)
6. Participate in state and local county efforts to leverage additional funds to provide service to this population. (Targeted Case Management (TCM) and Medicaid Administrative Match)
7. Submit appropriate data and reports as specified by the program.

For counties receiving adolescent transition funds, additional program Activities include:

8. Participate in Community Connection Network clinics (CCN) to address health and related issues affecting adolescent transition.
9. Collaborate with CaCoon nurses from feeder counties to the CCN clinic.




CaCoon
OREGON CARE COORDINATION PROGRAM

Minimum Standards of Program Performance

1. Children referred to the CaCoon Coordinator will receive an initial contact within ten (10) days. Priority will be given to families with
 - a. a newborn with a disability
 - b. a newly diagnosed infant/child with a disability
2. The CaCoon Coordinator will meet the minimum caseload expectation of twenty-five (25) visits per month for a 1.0 F.T.E. This standard assumes a mixed Tier I-III level caseload as defined in the CaCoon Program Manual.
3. Families considered part of the CaCoon Coordinator's active caseload will receive no fewer than one contact every three months.
4. The CaCoon Coordinator will assure that children and their families receive the following minimum assessments:
 - a. family assessment
 - b. developmental screening
 - c. child health assessment including hearing and vision screening
5. The CaCoon Coordinator will submit completed data collection forms for each month by the 5th of the following month and complete two, two-week time studies each year.
6. The CaCoon Coordinator will assure that CaCoon is represented at the county Local Advisory Group.
7. The CaCoon Coordinator will attend a minimum of two CaCoon Inservice sessions each year. New Coordinators will also attend the Program Orientation.

Eligibility List

CaCoon & BabiesFirst! ELIGIBILITY CRITERIA	
BabiesFirst! (Birth through 3 years of age) <u>Medical Risk Factors</u>	 CaCoon (Birth through 20 years of age) <u>Diagnosis</u>
A1. Drug exposed baby A2. Infant HIV Positive A3. Maternal PKU or HIV positive A4. Intracranial hemorrhage (excludes Very High Risk Factor B16) A5. Seizures (excludes VHR Factor B18) A6. Perinatal asphyxia A7. Small for gestational age A8. Birth weight 1500 grams or less A9. Mechanical ventilation for 72 hours or more A10. Neonatal hyperbilirubinemia A11. Congenital infection (TORCH) A12. CNS infection (e.g., meningitis) A13. Head trauma or near drowning A14. Failure to thrive A15. Chronic illness A16. Suspect vision impairment A17. Vision impairment A18. Family history of childhood onset hearing loss <u>Social Risk Factors</u> A19. Maternal age 16 years or less A20. Parents with disabilities or limited resources A21. Parental alcohol or substance abuse A22. At-risk caregiver A23. Concern of parent/provider A90. Other conditions not listed	B1. Heart disease B2. Chronic orthopedic disorders B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy B4. Cleft lip and palate & other congenital defects of the head and face B5. Genetic disorders including fetal alcohol syndrome B6. Multiple minor physical anomalies B7. Metabolic disorders B8. Spina bifida B9. Hydrocephalus or persistent ventriculomegaly B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis B11. Hemophilia B12. Organic speech disorders (dysarthria/dyspraxia) B13. Hearing loss B14. Burns B15. Acquired spinal cord injury, e.g., paraplegia or quadriplegia <u>Very High Risk Medical Factors</u> B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals B17. Perinatal asphyxia <u>and</u> seizures B18. Seizure disorders B19. Oral-motor dysfunction requiring specialized feeding program (include infants with gastrostomies) B20. Chronic lung disease on oxygen (includes infants with tracheostomies) B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge <u>Developmental Risk Factors</u> B22. Borderline developmental delay B90. Asthma, other conditions not listed