

THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

98-1-21-2

) IN THE MATTER OF APPROVING AN INTER-
) GOVERNMENTAL AGREEMENT BETWEEN THE
) STATE OF OREGON, DEPARTMENT OF HUMAN
) RESOURCES, EUGENE OFFICE, AND THE
) LANE COUNTY DEPARTMENT OF HEALTH AND
) HUMAN SERVICES, COMMUNITY CORREC-
) TIONS PROGRAM, FOR AN INTEGRATED CASE
) MANAGEMENT PROGRAM.

WHEREAS, under the provisions of Oregon Law (1995, Ch. 423) Lane County has the responsibility for supervising felons serving terms of probation, parole, or post prison supervision, and

WHEREAS, the State of Oregon, Department of Human Resources has the responsibility for supervising the living conditions of children under their jurisdiction, and

WHEREAS, there exists a joint management of cases supervised by both parties, and

WHEREAS, it is desirable for both parties to enter into this agreement to share resources towards the supervision of integrated cases that share this commonality, now, therefore, it is hereby

ORDERED that the Board of County Commissioners approve the Intergovernmental Agreement between the Oregon Department of Human Resources, Eugene Office, and the Lane County Department of Health and Human Services, Community Corrections program, and delegate authority to the County Administrator to execute an intergovernmental agreement.

DATED this 21st day of January, 1998.

FILED

JAN 27 1998

APPROVED AS TO FORM

Date 1/13/98 lane county
J. Kaidlaw
OFFICE OF LEGAL COUNSEL

Steve Cornacchia
Steve Cornacchia, Chair
Lane County Board Commissioners

COUNTY CLERK
BY M. Baldwin

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF OREGON, DEPARTMENT OF HUMAN RESOURCES, EUGENE OFFICE, AND THE LANE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, COMMUNITY CORRECTIONS PROGRAM, FOR AN INTEGRATED CASE MANAGEMENT PROGRAM

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between the STATE OF OREGON, DEPARTMENT OF HUMAN RESOURCES, EUGENE OFFICE, hereinafter referred to as "SCF" and LANE COUNTY HEALTH AND HUMAN SERVICES - COMMUNITY CORRECTIONS PROGRAM, a program within a department of Lane County, hereinafter referred to as "P&P".

RECITALS

WHEREAS, under the provisions of Oregon Law (ORS 423.478) Lane Co. has the responsibility for supervising felons serving terms of probation, parole or post prison supervision, and

WHEREAS, the State of Oregon, Department of Human Resources has the responsibility for supervising the living conditions of children under their jurisdiction, and

WHEREAS, there exists a joint case management of cases supervised by both parties, and

WHEREAS, it is desirable for both parties to enter into this agreement to share resources towards the supervision of integrated cases that share this commonality,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PAROLE AND PROBATION (P&P) SHALL

- A. Provide at least one full-time employee (Parole and Probation Officer) to the program that supervises a caseload of offenders that have children under the jurisdiction of SCF.
- B. Provide a personal computer with access to Lane Co. Community Corrections offender data, shared exclusively through the supervising officer (PPO).
- C. Provide access to necessary transportation and safety equipment for the assigned program PPO for field work.

OREGON, DEPARTMENT OF HUMAN RESOURCES (SCF) SHALL

- A. Provide office space complete with personal computer phone line and telephone.
- B. Provide security restrictive access to P&P offender data.
- C. Provide at least one full-time employee to the program that supervises a caseload of children that have parents supervised by P&P.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

- 3. Assigned representatives of parties to this agreement will share a common caseload and perform coordinated supervision services to offenders, children and families represented by the caseload.
- 4. Supervision of the caseload employees will occur jointly.
- 5. Assigned supervisors of parties to this agreement will meet as often as necessary to effect administration of the agreement.
- 6. The applicable provision of the Lane Manual setting forth standard provisions for public contracts (LM 21/130) are incorporated by this reference to the extent applicable to this Intergovernmental Agreement.
- 7. The General Provisions setting forth standard provisions for public contracts are incorporated by this reference to the extent applicable to this Intergovernmental Agreement.

TERMS AND TERMINIATION

- 8. This agreement shall be effective upon execution and shall continue in force indefinitely unless terminated earlier as set out below.
- 9. This agreement may be terminated by either party provided written notice is given to the other party at least thirty (30) days prior to the termination date.

AMENDMENTS

- 10. No amendment to this agreement shall be effective unless made in writing and signed by both parties.

DEPARTMENT OF HUMAN RESOURCES

LANE COUNTY

DATE: _____

William A. VanVactor
County Administrator
Date: _____

LANE CO. DEPT. OF HEALTH AND HUMAN SERVICES

Rob Rockstroh, Director

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GENERAL PROVISIONS

1. **Government Employment Status** - If payments under this contract are to be charged against federal funds, the County certifies that it is not currently employed by the federal government.

2. **Payments under this Contract**: - County will be responsible for any federal or state taxes applicable to any compensation or payments paid to County under this contract. County will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.

3. **Compliance with Applicable Law** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

4. **Safeguarding of Client Information** - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the County's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.

5. **Equal Rights** - The County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.

6. **Access to Records** - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The County agrees to include this provision in any subcontracts which may be authorized.

7. **Retention of Records** - The County agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

8. **Subcontracting** - Unless subcontracting is authorized elsewhere in the contract, the County shall not enter into

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any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the County of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the County shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or County's reasonable control. County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties upon 30 days' written notice to be delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the County, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the County to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the County no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. County's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the County, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the County fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the County fails to perform any of the other requirements of this contract or so 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 Department specifying such failure, the County fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph., the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the County shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the

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Department's or County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract 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.

14. Dual Payment - County shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The County will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - County is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Indemnity/Hold Harmless Provision - Department and County shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. County shall perform the services under this contract as an independent contractor. County and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.160-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

18. Assignment of Contract - Successors in Interest - The County shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the County and the Department, result in payments to the County to which the County is not entitled, the Department, after giving written notification to the County, may withhold from payments due to the County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000,

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approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Department of Administrative Services is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the County which result from this contract are the exclusive property of the Department.

24. Equal Employment Opportunity - If this contract, 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). OMB Circular A - 102, §14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, 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)), Section 508 of the Clean Water Act (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 the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, §14.i.

26. Energy Efficiency - County shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, §14.j.

27. Truth in Lobbying - The County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all

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sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract 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.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. COUNTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.