



Yamhill County Department of Community Justice

Volume 117
Page 0815

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

To: Yamhill County Board of Commissioners

From: Ted Smietana, Director
Yamhill County Department of Community Justice

Date: January 14, 2015

Re: Agreement for Douglas County Behavioral Rehabilitation Service Shelter Assessment
and Evaluation Program.

15
APR -9
P2:20

The purpose of this memo is to request your approval of the attached Intergovernmental Agreement with Douglas County.

Youth supervised by the Juvenile Division sometimes have needs for rehabilitative services that are best provided in a Shelter Care program, where they can receive more intensive services, such as treatment and educational programs that address the unique needs and risk factors of the youth. Unfortunately, no such Shelter Care facility currently exists in Yamhill County.

Therefore, I am proposing approval of this agreement which will allow the occasional placement of youth that we supervise into the facility in Douglas County. This will allow us to best serve the needs of the youth under our supervision.

Please note that County Counsel has reviewed and approved the agreement.

Thank you for your consideration.

**INTERGOVERNMENTAL AGREEMENT
FOR REFERRAL AND PLACEMENT OF YAMHILL COUNTY YOUTH IN THE
DOUGLAS COUNTY BEHAVIORAL REHABILITATION SERVICE SHELTER
ASSESSMENT AND EVALUATION PROGRAM**

This Intergovernmental Agreement for Referral and Placement by Yamhill County Department of Community Justice-Juvenile Division of Youth in the Douglas County Juvenile Department Behavioral Rehabilitation Services Shelter Assessment and Evaluation Program ("Agreement") is made this 22nd day of January, 2015 by Douglas County and Yamhill County, each a political subdivision of the State of Oregon acting through its Board of Commissioners, under authority of ORS 190.010, which allows one county to perform services under contract for another county, and ORS 203.010, which allows a county to make necessary contracts.

DEFINITIONS:

In the context of this Agreement, "a youth" or "the youth" means a person who is under eighteen years of age. When not preceded by "the" or "a," "youth" has the same meaning as "youth" but is plural. "Yamhill County youth" means youth referred by the Yamhill County Department of Community Justice-Juvenile Division ("YCDCJ-JD") for placement in the Behavioral Rehabilitation Services Shelter Assessment & Evaluation Program ("BRS Shelter A&E Program"), described below, operated by the Douglas County Juvenile Department ("DCJD"). "Placed youth" refers to Yamhill County youth participating in the BRS Shelter A&E Program with DCJD's consent. The term "bed day" as used in this Agreement means any calendar day during any part of which a youth is in residence at the Shelter, regardless of the actual number of hours the youth is in residence that day. The day on which a youth is discharged from the BRS Shelter A&E program will not be counted as a bed day.

RECITALS:

- A. DCJD operates a juvenile shelter facility ("Shelter") that opened in 2001. The Shelter, is a 24-hour-per-day residential placement facility for male and female youth between eleven and seventeen years of age.
- B. Pursuant to an Intergovernmental Agreement ("OHA IGA") between Douglas County and the State of Oregon (Oregon Health Authority ("OHA")), DCJD operates a Behavioral Rehabilitation Services Shelter Assessment and Evaluation program ("BRS Shelter A&E Program") in the Shelter. The BRS Shelter A&E Program is described in the copy of the OHA IGA (Agreement Number 144373) attached hereto as Exhibit 1.

C. Under the OHA IGA, Douglas County pays OHA a "local match" in the amount of \$33.30 per bed day per youth for operation of the BRS Shelter A&E Program, and the OHA reimburses Douglas County the balance of the program costs of \$47.19 per bed day. In turn, the OHA obtains partial reimbursement from the federal Medicaid program.

D. Yamhill County lacks a youth shelter facility for placement of Yamhill County youth who would benefit from the services provided in Douglas County by DCJD's BRS Shelter A&E program.

E. YCDCJ-JD desires to refer certain youth to DCJD for placement in DCJD's BRS Shelter A&E Program. DCJD desires to accept such placements in exchange for reimbursement by Yamhill County of the costs attendant to such placement, provided that there is space in the Shelter not needed by DCJD for its own programming needs.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, DOUGLAS COUNTY AND YAMHILL COUNTY AGREE AS FOLLOWS:

Placement of Yamhill County youth in Douglas County's BRS Shelter A&E Program:

1. In exchange for payment as provided in Sections 11 and 12, below, YCDCJ-JD may, subject to the availability of bed space that DCJD determines, in its sole discretion, is unneeded for other purposes, and subject to the approval of the placement by the DCJD Director or his designee, place Yamhill County youth in the Shelter for participation in the BRS Shelter A&E Program.
2. YCDCJ-JD-referred youth may participate in the BRS Shelter A&E program only upon the voluntary mutual agreement of YCDCJ-JD, DCJD, the Yamhill County youth to be placed, and the parent(s) or legal guardian(s) of the Yamhill County youth to be placed.
3. YCDCJ-JD shall complete a BRS Shelter A&E Placement Packet for Yamhill County youth whom YCDCJ-JD refers for placement in the BRS Shelter A&E Program prior to or as soon after admission as practicable and deliver it to the Shelter.

Services to be provided by the BRS Shelter A&E Program to Yamhill County youth:

4. Placed Yamhill County youth shall receive the quality, level, and manner of care, supervision, and services from DCJD provided to other youth placed in the BRS Shelter A&E Program as described in Exhibit 1.
5. Placed Yamhill County youth are encouraged to attend the Shelter's educational program, as deemed appropriate by the Shelter's instructional staff.

6. While in the Shelter, placed Yamhill County youth's basic food, housing, hygiene, and supervision, as well as BRS Shelter A&E Program instructional services, will be provided by DCJD.

Reimbursement for expenses incurred by Douglas County in providing services to Yamhill County youth:

7. Following receipt, review and approval of expenses, Yamhill County shall promptly reimburse DCJD for all undisputed expenses reasonably incurred by Douglas County to provide medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of Yamhill County youth. Douglas County will not bill Yamhill County for more than the actual expenses incurred by DCJD in providing such services.

8. Following receipt, review and approval of expenses Yamhill County shall reimburse Douglas County for any undisputed expenses reasonably incurred in the care and supervision of Yamhill County youth that exceed the level of care and supervision customarily provided to other youth participating in the BRS Shelter A&E Program. Such expenses shall include, but not be limited to, medical care provided by off-site health care providers; remedial tutoring and instructional services not provided as part of the standard BRS Shelter A&E Program; special clothing, footwear, or other apparel; personal protective equipment or devices; prosthetics or similar equipment and devices; vision correction equipment, devices, and services; hearing assistance equipment, devices, and services; dental and orthodontic equipment, devices, and services; medical equipment, devices, supplies, and services beyond basic medication administration and on-site First Aid routinely provided to other Shelter residents; and any transportation costs associated with providing the foregoing services reasonably incurred by Douglas County. Transportation costs shall be reimbursed as described in Section 10, below.

9. Following receipt, review and approval of expenses Yamhill County shall promptly reimburse Douglas County for any undisputed expenses reasonably incurred for prescription medications furnished by DCJD to Yamhill County youth. Provided, however, that Douglas County and Yamhill County shall both agree on the prescription medications to be furnished by DCJD to Yamhill County youth before any such prescription medication is provided to Yamhill County youth.

10. Yamhill County shall be responsible for providing all transportation of Yamhill County youth to and from the Shelter at no expense to Douglas County. Yamhill County may, at its discretion, request that Douglas County provide transportation services when needed. However, it shall be within Douglas County's sole discretion to provide the requested transportation services only when staffing levels and time permit. In the event that Douglas County provides transportation at Yamhill County's request, Yamhill County shall reimburse Douglas County for such transportation at the rate of \$200 per trip plus mileage calculated at 160 miles from Roseburg to McMinnville at the prevailing federal mileage reimbursement rate, regardless of actual mileage or staff time required.

Nothing in this Section 10 shall limit Douglas County's authority to transport Yamhill County youth and be reimbursed by Yamhill County as described in Sections 7 and 8, above.

Reimbursement of Douglas County by Yamhill County for Douglas County's "local match" payments and placement-related activities:

11. Yamhill County shall reimburse Douglas County for the "local match" Douglas County pays to the State of Oregon under the OHA IGA, currently \$33.30 per youth per bed day. In addition, Yamhill County shall reimburse Douglas County for placement-related activities provided to placed Yamhill County youth in the amount of \$47.19 per bed day, for total payment by Yamhill County to Douglas County of \$80.49 per bed day. If the local match paid by Douglas County to the OYA or the cost of placement-related activities changes while this Agreement is in effect, Yamhill County's reimbursement of Douglas County shall change to reflect such actual increased or decreased costs. The cost changes will be effective immediately and will apply to Yamhill County youth placed in the BRS Shelter A&E Program at the time of the change.

Payment:

12. Yamhill County promptly shall pay upon demand by Douglas County any undisputed sums owed to Douglas County under this Agreement. Douglas County will bill Yamhill County monthly for services provided by sending Yamhill County an invoice describing the services and the names of placed Yamhill County youth for whom services were provided. Yamhill County shall remit payment of undisputed amounts within thirty (30) days of receipt, review and approval of invoices.

Duration and termination of Yamhill County youth placements:

13. The duration of a Yamhill County youth's stay in the BRS Shelter A&E Program shall be coordinated between DCJD and YCDCJ-JD on a case-by-case basis. If for any reason DCJD requests removal of a placed Yamhill County youth from the BRS Shelter A&E Program, an option that DCJD shall have the right to exercise in its sole discretion with or without cause, DCJD will provide five (5) business days for YCDCJ-JD to find an alternative placement and remove the Yamhill County youth from the BRS Shelter A&E program, unless DCJD reasonably determines that the Yamhill County youth to be removed poses a threat to the safety of other youth in the Shelter or to him- or herself, in which case DCJD shall have the right to require that YCDCJ-JD remove the Yamhill County youth within twenty-four (24) hours' notice by DCJD to YCDCJ-JD.

Liability and indemnification:

14. The parties understand and agree that Douglas County officers, employees, and agents acting pursuant to this Agreement are not agents, as that term is used in ORS 30.265, of Yamhill County. Subject to the limitations of the Oregon Tort Claims Act and Oregon Constitution, Yamhill County shall indemnify, defend, and hold harmless

Douglas County and the State of Oregon, and the officers, employees, and agents of Douglas County and the State of Oregon, from and against any and all claims by third parties and sanctions or penalties imposed by any governmental agency, for any and all negligent or wrongful acts or omissions by Yamhill County in connection with the placement of Yamhill County youth in the BRS Shelter A&E Program. Yamhill County will not be responsible for claims caused by the negligence or other wrongful acts or omissions of Douglas County or Douglas County's officers, employees, or agents. Subject to the limitations of the Oregon Tort Claims Act and Oregon Constitution, Douglas County shall indemnify, defend, and hold harmless Yamhill County and the State of Oregon, and the officers, employees, and agents of Yamhill County and the State of Oregon, from and against any and all claims by third parties and sanctions or penalties imposed by any governmental agency, for any and all negligent or wrongful acts or omissions by Douglas County in connection with the placement of Yamhill County youth in the BRS Shelter A&E Program. Douglas County will not be responsible for claims caused by the negligence or other wrongful acts or omissions of Yamhill County or Yamhill County's officers, employees, or agents.

Insurance:

15. Liability insurance requirements

15.1 While this Agreement is in effect, Yamhill County shall keep in effect the following forms of insurance:

15.1.1 A commercial general liability insurance policy.

15.1.2 A comprehensive automobile liability insurance policy.

15.1.3 Workers' compensation insurance as required by ORS 656.017.

15.2 Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

15.2.1 Commercial general liability limits of at least \$2,000,000 combined single limit per occurrence and \$4,000,000 in the aggregate. *SB JV*

15.2.2 Automobile liability limits of at least \$1,000,000 combined single limit per accident.

15.3 Insurance required by Subsection 15.1.1 and 15.1.2 must provide "occurrence" coverage and must name Douglas County and its officers, employees, and agents, and the State of Oregon and its officers, employees, and agents, as additional insured.

15.4 Yamhill County shall provide to Douglas County certificates of insurance for coverage required by this section. If the insurance certificate(s) require an endorsement in order for Douglas County and the State of Oregon to be additional insured, then Contractor shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. Yamhill County will provide renewal certificates to Douglas County at least 10 days prior to expiration.

15.5 Insurance required of Yamhill County shall be primary with respect to the interest of Douglas County, whose insurance shall be excess. *SB JV*

15.6 Policies must include provisions requiring that the insurer provide Douglas County advance written notice of cancellation or reduction of Yamhill County's insurance

coverage. In addition, Yamhill County itself shall provide immediate written notice to County of any changes in its liability insurance coverage while this Agreement is in force, including but not limited to reduction in coverage and changes of insurer(s).

Entire agreement:

16. This Agreement sets forth the entire understanding and agreement of the parties. No oral agreements between the parties shall be valid unless embodied in a written amendment signed by the duly authorized representatives of each party.

Effective date of agreement; termination for convenience by either party:

17. This Agreement shall be effective from the date on which it has been executed by both parties and continue in force until terminated by one of the parties or by mutual agreement. Each party to this Agreement shall have the right to terminate the Agreement for its convenience upon providing thirty days' written advance notice to the other party. Yamhill County will be responsible for payment of all costs which have accrued prior to termination.

Compliance with applicable laws:

18. The parties shall comply with all applicable laws, including, without limitation, state and federal civil rights and privacy laws, and with all applicable requirements of the OYA IGA, in the performance of this Agreement. If in performing this Agreement it becomes apparent that communication of individually identifiable health information, or of other confidential information of which the use and disclosure is regulated or restricted by law, by one party to the other or both parties to each other, will occur, the parties will execute any necessary and appropriate supplemental agreements (e.g. HIPAA "Business Associate Agreements") required to achieve and maintain compliance with applicable state and federal law.

Resolution of disputes:

19. The parties shall endeavor in good faith to resolve any dispute that arises under this Agreement by negotiation and cooperation. Except as provided by Section 14, above, in the event of an action, suit, or proceeding, including appeals therefrom, that arises for breach of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements. Oregon law will govern this Agreement. Venue for any court proceedings will be in Douglas County Circuit Court.

Agreement survival:

20. The parties intend that a finding by a court that a particular section or sections of this Agreement is invalid will not affect the validity of other provisions of the Agreement.

Party contact information:

21. Addresses

21.1 Yamhill County's address for notices is: Ted Smietana, Director; Yamhill County Department of Community Justice-Juvenile Division; 535 E. 5th Street, McMinnville, OR 97128.

21.2 Douglas County's address for notices is: Aric Fromdahl, Director; Douglas County Juvenile Department; Room 203, Justice Building; 1036 SE Douglas Avenue; Roseburg, OR 97470.

21.3 Each Party will notify the other of any change of address for notices.

No waiver:

22. Compliance with the provisions of this Agreement may be waived only by a written waiver signed by the Party waiving its rights. Waiver of compliance with one provision of this Agreement will not be deemed to waive compliance with any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned duly authorized officers on the dates hereinafter entered.

BOARD OF COMMISSIONERS
OF YAMHILL COUNTY

By: Allen Springer
Chair

By: [Signature]
Vice-Chair

By: [Signature]
Commissioner

Date: 1-22-15

REVIEWED AS TO CONTENT

By: Ted Smietana
County Department Head

Date: 1/22/15

REVIEWED AS TO FORM

By: [Signature]

Office of County Counsel

Date: 1/22/15

BOARD OF COMMISSIONERS
OF DOUGLAS COUNTY, OREGON

By: [Signature]
Chair

By: [Signature]
Commissioner

By: [Signature]
Commissioner

Date: March 4, 2015

REVIEWED AS TO CONTENT

By: [Signature]
County Department Head

Date: 02/23/2015

REVIEWED AS TO FORM

By: [Signature]

Office of County Counsel

Date: 02/24/15

Accepted by Yamhill County
Board of Commissioners on
1-22-15 by Board Order
15-15

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**BOARD OF COMISSIONERS
OF YAMHILL COUNTY**

By: Allen Springer
Chair

By: [Signature]
Vice-Chair

By: [Signature]
Commissioner

Date: 1-22-15

REVIEWED AS TO CONTENT

By: Ted Smetana
County Department Head

Date: 1/22/15

REVIEWED AS TO FORM

By: [Signature]

Office of County Counsel

Date: 1/22/15

**BOARD OF COMMISSIONERS
OF DOUGLAS COUNTY, OREGON**

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

Date: _____

REVIEWED AS TO CONTENT

By: _____
County Department Head

Date: _____

REVIEWED AS TO FORM

By: _____

Office of County Counsel

Date: _____

Accepted by Yamhill County
Board of Commissioners on
1-22-15 by Board Order
15-15

CERTIFICATE OF COVERAGE

Agent Marsh USA Inc. 111 SW Columbia Ste 500 Portland, OR 972015897	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
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Named Member or Participant Yamhill County 535 E. 5th Street McMinnville, OR 97128	<p align="center">Companies Affording Coverage</p> COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity COMPANY D - Torus National Insurance Company
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LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	14LYAMC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14LYAMC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	None \$5,000,000
<input checked="" type="checkbox"/> Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14APDYAMC	7/1/2014	7/1/2015		
<input checked="" type="checkbox"/> Property	A/C	14PYAMC	7/1/2014	7/1/2015		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	14BYAMC	7/1/2014	7/1/2015		Per Filed Values
<input type="checkbox"/> Excess Liability						
<input type="checkbox"/> Excess Crime						
<input checked="" type="checkbox"/> Excess Earthquake	C	14EQYAMC	7/1/2014	7/1/2015	Each Occurrence:	\$5,000,000
<input checked="" type="checkbox"/> Excess Flood	C	14FYAMC	7/1/2014	7/1/2015	Each Occurrence:	
<input type="checkbox"/> Excess Cyber Liability						
<input checked="" type="checkbox"/> Workers' Compensation	A	14WYAMC	7/1/2014	7/1/2015	Coverage A & B	Statutory/\$3,000,000

Description: Douglas County and the State of Oregon, and their officers, employees, and agents are additional members (insureds) on a primary basis as respects to IGA for referral and placement of Yamhill County Youth in the Douglas County Juvenile Department BRS Shelter A&E Program.

Certificate Holder: Douglas County P.O. Box 1288 Roseburg, OR 97470	<p>CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.</p> <p>By: <i>Ashley N. Weston</i> Date: January 30, 2015</p>
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