

W.H.E. 1

AGENDA COVER MEMO

AGENDA DATE: January 7, 2004

TO: Board of County Commissioners

DEPARTMENT: Youth Services

PRESENTED BY: Lisa Smith



AGENDA TITLE: IN THE MATTER OF Ratifying the Intergovernmental Agreement with Oregon Youth Authority and Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion Services in the Amount of \$1,224,845 increasing Appropriations and Expenditures in Youth Services in the Amount of \$1,224,845.

I. MOTION

To ratify the Intergovernmental Agreement with the Oregon Youth Authority and Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion Services in the amount of \$1,224,845, to increase appropriations and expenditures in Youth Services in the amount of \$1,224,845.

II. ISSUE OR PROBLEM

Lane County received an Intergovernmental Agreement from the Oregon Youth Authority and Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion Services. Because the contract was received on December 16, 2003 and had to be returned to the state by December 29, 2003, the county administrator signed the agreement. The agreement must be ratified by the Board in order to validate the agreement. In order for Lane County to carry out its responsibilities, appropriations to Youth Services must be increased.

III. DISCUSSION

A. Background/Analysis

The Oregon Youth Authority and Oregon Criminal Justice Commission jointly administer the Juvenile Crime Prevention and Diversion Services funds. These funds are allocated to counties to use for activities that decrease

youth criminal behavior as outlined in the Juvenile Crime Prevention Plan. In the previous biennium Lane Council of Governments administered these funds on behalf of Lane County. This responsibility was transferred to the Lane County Department of Youth Services on July 1, 2003. The 2003-2004 budget had previously been prepared and approved without the Juvenile Crime Prevention and Diversion Services revenue. Extension of previous agreements were executed for the first half of this fiscal year. The Intergovernmental Agreements for the remaining eighteen months were not received until December 16, 2003 and were required to be returned by December 29, 2003. The Intergovernmental Agreement goes into effect from January 1, 2004 or upon signing, whichever is later and does not allow for retroactive authorization. In order to forward the agreement within the required timeframe the county administrator signed the Intergovernmental Agreement.

B. Alternatives/Options

1. To approve the order thereby ratifying the Intergovernmental Agreement with the Oregon Youth Authority and Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion services in the amount of \$1,224,845, increasing appropriations and expenditures in Youth Services in the amount of \$1,224,845. This will allow Lane County to implement the 2003-2005 Juvenile Crime Prevention Plan to provide services to reduce criminal behavior in the youth of Lane County.
2. Not to approve the order thereby not accepting the Intergovernmental Agreement with the Oregon Youth Authority and the Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion Services in the amount of \$1,224,845, not increasing appropriations and expenditures in Youth Services in the amount of \$1,224,845. This will make it extremely unlikely that Lane County will be able to implement the 2003-2005 Juvenile Crime Prevention Plan and efforts to positively impact youth criminal behavior will be significantly reduced.

C. Recommendation

To approve #1 above

IV. IMPLEMENTATION

Upon approval by the Board, Youth Services will amend the 2002-2004 budget accordingly and continue to implement the activities outlined in the 2003-2005 Juvenile Crime Prevention Plan.

V. ATTACHMENTS

Intergovernmental Agreement
Board Order

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

RESOLUTION AND ORDER: IN THE MATTER OF Ratifying the Intergovernmental Agreement with Oregon Youth Authority and Oregon Criminal Justice Commission for Juvenile Crime Prevention and Diversion Services in the Amount of \$1,224,845 increasing Appropriations and Expenditures in Youth Services in the Amount of \$1,224,845.

WHEREAS, Lane County prepared and submitted the 2003-2005 Juvenile Crime Prevention Plan; and

WHEREAS, the Oregon Youth Authority and Oregon Criminal Justice Commission approved the Lane County 2003-2005 Juvenile Crime Prevention Plan; and

WHEREAS, the Oregon Youth Authority and Oregon Criminal Justice Commission initiated an Intergovernmental Agreement with Lane County outlining Lane County's responsibilities under the 2003-2005 Juvenile Crime Prevention Plan; and

WHEREAS, in order for Lane County to perform its obligations under this agreement, appropriations must be increased; and

WHEREAS, these funds are needed to provide juvenile crime prevention and diversion services such as therapeutic foster care, shelter care, and intensive probation services in Lane County as outlined in the Lane County 2003-2005 Juvenile Crime Prevention Plan; and

WHEREAS, in order to have the Intergovernmental Agreement returned to the state by the required due date and maximize the amount of funds available to Lane County, the county administrator previously signed the agreement; it is hereby

RESOLVED and ORDERED that the Board of County Commissioners ratify the previously signed Intergovernmental Agreement from the Oregon Youth Authority and the Oregon Criminal Justice Commission; and further


ORDERED that appropriations in revenues and expenditures in fund 124 be increased by \$1,224,845.

DATED this _____ day of January, 2003.

_____, Chair
Board of County Commissioners

APPROVED AS TO FORM

Date 12-31-03 lane county


OFFICE OF LEGAL COUNSEL

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 computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7330.

CONTRACT # 9429

**JUVENILE CRIME PREVENTION AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT**

This Juvenile Crime Prevention and Diversion Services Intergovernmental Agreement (the "Contract") is between the State of Oregon acting by and through its Oregon Youth Authority ("OYA") and the Criminal Justice Commission ("CJC"), collectively referred to as the "State" and individually without distinctions as "State Agency", and Lane County, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 137.656, ORS 417.850, and ORS 420.019, the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. Upon execution by each of the parties hereto and approval as required by applicable law, this Contract shall become effective as of January 1, 2004. Unless terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2005.

2. Contract Documents, Order of Precedence. This Contract consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Contract without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Disbursement Schedule
Exhibit E	The Plan

All exhibits by this reference are hereby made part of this Contract. Exhibits A-D are attached; Exhibit E is not attached but will be on file with County and the State.

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

STATE OF OREGON ACTING BY AND THROUGH ITS
OREGON YOUTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
CRIMINAL JUSTICE COMMISSION

By: _____
Name: _____
Title: _____
Date: _____

COUNTY

By: _____
Name: _____
Title: _____
Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: _____
Name: _____
Title: _____
Date: _____

**JUVENILE CRIME PREVENTION AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Contract, the following words and phrases shall have the indicated meanings.

1. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
2. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Claim"** has the meaning set forth in Section 15 of Exhibit B.
4. **"Client"** means any individual who receives a Service.
5. **"Close Custody Facility"** for purposes of this Contract means OYA Youth Correctional Facilities, Tillamook Youth Accountability Camp, and OYA Transition Programs.
6. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Plan.
7. **"Contract"** means this Intergovernmental Agreement between OYA, CJC and County.
8. **"County"** has the meaning set forth in the first paragraph of this Contract.
9. **"Criminal Justice Commission or CJC"** means the Criminal Justice Commission of the State of Oregon.
10. **"Discretionary Bed Allocation"** means the maximum number of youth from the County who may reside in beds at OYA's Close Custody Facilities. The method for calculating the maximum number of youth is set forth in OYA's administrative rules, OAR 416-420-0000 through 416-420-0050. For the purposes of this Contract, at a minimum, the following youth from the County shall be considered to be residing in beds at OYA's Close Custody Facilities:
 - i. Youth committed to the custody of the OYA for placement at a Close Custody Facility by the juvenile court of jurisdiction under ORS 419C.478, and
 - ii. Youth whose parole from a Close Custody Facility has been revoked under the provisions of ORS 420.045, except youths whose parole has been revoked based on Rape in the first degree, ORS 163.375, Sodomy in the first degree, ORS 163.405, and Unlawful Sexual Penetration in the first degree, ORS 163.411.

Youth placed at a Close Custody Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in

accordance with OYA administrative rules OAR 416-410-010 and 416-410-0030, shall, for purposes of this Contract, not be counted against the DBA.

11. **"Diversion Funds"** means funds provided for under this Contract for Diversion Services. Funds for Diversion Services are part of the budget of the Oregon Youth Authority.

12. **"Diversion Services"** means services outlined in the Plan and provided under this Contract that are community based and operated to divert commitment of youth from OYA Close Custody Facilities.

13. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

14. **"JCP Basic Services Funds"** means funds provided for under this Contract for JCP Basic Services. Funds for JCP Basic Services are part of the budget of the Oregon Youth Authority.

15. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under this Contract for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.

16. **"JCP Prevention Funds"** means funds provided for under this Contract for JCP Prevention Services. Funds for JCP Prevention Services are part of the budget of the Criminal Justice Commission.

17. **"JCPAC"** means the Juvenile Crime Prevention Advisory Committee established within the Criminal Justice Commission pursuant to ORS 417.845.

18. **"JJIS"** is the Juvenile Justice Information System operated by OYA and the Oregon counties.

19. **"Juvenile Crime Prevention Services" or "JCP Prevention Services"** means services outlined in the Plan and provided under this Contract for services to youth at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning, failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.

20. **"OYA"** means the Oregon Youth Authority of the State of Oregon.

21. **"Plan"** means the County's Local Coordinated Comprehensive Plan approved by JCPAC, the provisions of which are incorporated herein by this reference. The Plan contains the County Diversion Services Plan as defined under ORS 420.017 and OAR 416-420-0000 through 416-420-0050.

22. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

23. **"Public Safety Reserve Bed Space"** means those beds in OYA's Close Custody Facilities that are reserved for youth who have committed offenses designated by the OYA in its administrative rules OAR 416-410-0010 and 416-410-0030.

24. **"Service"** means any service or group of related services delivered as part of Plan implementation.

25. **"State Agency"** has the meaning set forth in the first paragraph of this Contract.

26. **"Target Population for Diversion Services"** means youth offenders ages 12 to 18 years of age who have been referred by County's Juvenile Department and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

27. **"Target Population for Juvenile Crime Prevention Services and Basic Services"** means youths ages 10 to 17 years of age targeted for Juvenile Crime Prevention and Basic Services in the Plan who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association; and

who are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.

**JUVENILE CRIME PREVENTION AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Disbursement and Recovery of Funds.

a. **Disbursement Generally.** Subject to the conditions precedent set forth below, State Agency shall disburse the funds in accordance with the disbursement schedule set forth in Exhibit D. The mere disbursement of funds to County does not vest in County any right to retain those funds. Disbursements are considered an advance of funds to County which County may retain only if properly expended, in accordance with terms and conditions of this Contract, prior to the termination of this Contract.

b. **Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Contract, to CJC and CJC shall coordinate such information with OYA pursuant to a separate agreement between CJC and OYA.

c. **Conditions Precedent to Disbursement.** State Agency's obligation to disburse funds to County under this Contract is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(i) State Agency has received sufficient funding, appropriations and other expenditure authorizations to allow State Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County is in compliance with ORS 279.312, 279.314, 279.316 and 279.320.

(iv) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(v) CJC has received a written quarterly disbursement request from County on a form designated by the State.

(vi) With respect to each disbursement other than the first disbursement of the biennium, CJC has received from County all reports required by Section 4 of this Exhibit to be submitted to CJC on or prior to the date of the disbursement request.

(vii) The disbursement request is received no later than 60 days after the termination of this Contract.

(viii) County has expended, in accordance with the terms and conditions of this Contract, substantially all of the funds previously disbursed to County under this Contract. If County has not expended substantially all of the prior disbursements in accordance with the terms and conditions of this Contract, State Agency may, at its discretion, reduce the amount of the disbursement accordingly.

(ix) With respect only to disbursement of Diversion Services funds, County has not exceeded its Discretionary Bed Allocation for ninety (90) or more consecutive days.

d. Recovery of Funds.

(i) **Notice of Underexpenditure or Misexpenditure.** In the event of an Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Contract, State Agency and County shall engage in the process described in this Section 1.d to determine the appropriate amount that State Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.d, an "Underexpenditure" means money disbursed to County by State Agency under this Contract that remains unexpended by County at Contract termination when Contract termination is prior to June 30, 2005, and "Misexpenditure" means money disbursed to County by State Agency under this Contract and expended by County that:

(a) Is identified by State Agency or County as expended in a manner other than that permitted by this Contract, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(b) Is identified by State Agency or County as expended on the delivery of a Service that did not meet the standards and requirements of this Contract with respect to that Service.

In the event of an Underexpenditure or a Misexpenditure identified by State Agency, State Agency shall provide to County notice thereof. In the event of an Underexpenditure or a Misexpenditure identified by County, County shall provide State Agency notice thereof.

(ii) **County's Response to Underexpenditure or Misexpenditure.** From the earlier date of County's receipt of the State Agency's notice of, or County's identification of, an Underexpenditure or Misexpenditure, County shall have 60 calendar days to either:

(a) Make a payment to the State Agency in the full amount of the Underexpenditure or Misexpenditure; or

(b) Notify the State Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.d(iv) below; or

(c) If State Agency has notified County of an Underexpenditure, or of a Misexpenditure under Section 1.d(i)(b), notify the State Agency that it wishes to engage in the applicable appeal process set forth in Section 1.d(iii) below.

If County fails to respond within the time required under Section 1.d(ii) above, State Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.d(iv) below.

(iii) **Appeals Process.** If County notifies State Agency under Section 1.d(ii)(c) that it wishes to engage in an appeal process, County and the State Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the

Underexpenditure or Misexpenditure is different than the amount identified by the State Agency, and to give the State Agency the opportunity to reconsider its notice based on such presentation and discussion. If after such discussions State Agency and County disagree as to whether there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may either agree to consider further appropriate dispute resolution processes, or if they are unable to agree upon such processes, the State Agency may notify County that it intends to recover the amount of noticed Underexpenditure or Misexpenditure from future payments pursuant to Section 1.d(iv) below.

(iv) Recovery From Future Payments. Upon determination that it will recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.d, State Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by State Agency, including, but not limited to, any amount owed to County by State Agency under this Contract or any amount owed to County by State Agency under any other contract or agreement between County and State Agency, present or future. State Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by State Agency as set forth in this Section 1.d(iv), and shall identify the amounts owed by State Agency which the State Agency intends to offset (including the contract or contracts, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of State Agency's notice in which to request the deduction be made from other amounts owed to County by State Agency and identified by County. State Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the State Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that State Agency and County are unable to agree on which specific amounts, owed to County by State Agency, the State Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the State Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: State Agency shall first look to amounts owed to County (but unpaid) under this Contract. If that amount is insufficient, then State Agency may look to any other amounts currently owing or owed in the future to County by State Agency. In no case, without the prior consent of County, shall the State Agency deduct from any one payment due County under the contract or agreement from which State Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The State Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure.

(v) Reversion. Any funds disbursed to the County pursuant to this Contract that are not spent by June 30, 2005, the County shall repay to the State in a manner specified by the State. In the event this Contract is amended to extend the term of the Contract, any funds disbursed to the County for the period beginning January 1, 2004 and ending June 30, 2005 cannot be expended after June 30, 2005 and must be returned to the State.

(vi) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) State Agency's right to recover Underexpenditures and Misexpenditures from County under this Contract is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the State Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the State Agency.

(d) Nothing in this Section 1.d shall require County or State Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties. County represents and warrants to the State as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.

b. **Due Authorization.** The making and performance by County of this Contract (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Contract.

c. **Binding Obligation.** This Contract has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. **Services.** The delivery of each Service will comply with the terms and conditions of this Contract and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Plan.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Contract or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Contract solely on Allowable Costs necessarily incurred in implementation of the Plan during the term of this Contract, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract, whether in the Plan, or otherwise):

a. During the period beginning on the effective date of this Contract and ending June 30, 2004, no more than 15% of the aggregate funds disbursed under this Contract to County may be expended on Administrative Costs and Evaluation Costs. During the period beginning July 1, 2004 and ending June 30, 2005, no more than 10% of the aggregate funds disbursed under this Contract to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units and Providers. This applies to all funds paid pursuant to this Contract. County shall record Administrative Costs on forms provided by the State.

b. County may expend JCP Prevention funds solely on JCP Prevention Services, unless a waiver has been approved by the JCPAC. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Contract in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Contract to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date or after the termination date of this Contract, except as provided by Section 1.d(v) of this Exhibit.

e. County shall maintain previous levels of funding for the Target Population or shall not reduce such levels of funding by an amount greater than the Target Populations proportional share of reductions of County revenue.

4. Reports. County shall submit to CJC, on forms designated by the State, the following written reports:

a. A written report on the services delivered to youth (i) quarterly or at such frequency as may be requested by the State Agency for JCP Prevention, JCP Basic and Diversion Services funds and (2) at such frequency as may be requested by the State Agency.

b. During the term of this Contract, a quarterly written detail expenditure report on the expenditures, during the prior calendar quarter, of funds disbursed to County under this Contract.

c. No later than 60 days after the termination of this Contract, a written detail expenditure report on the expenditure of all funds disbursed to County during the 2003-2005 biennium.

5. Provider Contracts. Except as otherwise expressly provided in the Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also

be considered Providers for purposes of this Contract and the subcontracts shall be considered Provider Contracts for purposes of this Contract. 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 Service. The Provider Contract must be in writing and contain all provisions of this Contract necessary for County to comply with its obligations under this Contract and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Contract that expressly require County to cause Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to the State upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and cause all Providers to maintain, all fiscal records relating to this Contract or any Provider Contract in accordance with generally accepted accounting principles. In addition, County shall maintain, and cause all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Contract in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that State Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Contract to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

b. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall cause its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. State Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Contract for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and cause all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Contract upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consent to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. State Agency Default. State Agency shall be in default under this Contract upon the occurrence of any of the following events:

a. State Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by State Agency herein is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may, at its sole discretion, terminate this Contract for its convenience, upon 90 days advance written notice to State Agency.

b. **State Agency Termination.** State Agency may terminate this Contract in its entirety or may terminate its obligation to provide funds under this Contract for Diversion Services, JCP Services or Basic Services, individually;

(i) Upon 90 days advance written notice to County, if State Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Contract.

(ii) Immediately upon written notice to County, if State Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of State Agency's reasonable administrative discretion, to meet the payment obligations of State Agency under this Contract.

(iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the State Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Contract and such default remains uncured at the end of said 30 day period or such longer period, if any, as State Agency may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion, JCP or Basic) impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if State Agency determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others.

10. Effect of Termination

a. **Entire Contract.** Upon termination of this Contract in its entirety, State Agency shall have no further obligation to pay or disburse funds to County under this Contract, whether or not State Agency has paid or disbursed to County all funds described in the Disbursement Schedule.

b. **Individual Funding Source.** Upon termination of State Agency's obligation to provide funding under this Contract for Services in a particular area (Diversion, JCP or Basic), State Agency shall have no further obligation to pay or disburse any funds to County under this Contract for Services in that area.

c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in section 9 of this Exhibit B or termination of this Contract in accordance with its terms, shall not affect County's obligations under this Contract or State Agency's right to enforce this Contract against County in accordance with its terms, with respect to funds actually received by County under this Contract, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in section 9 of this Exhibit B shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, indemnity obligations, obligation to comply with applicable federal requirements, the

restrictions and limitations on County's expenditure of funds actually received by County hereunder, County's obligation to cooperate with State Agency in the Contract Settlement process, or State Agency's right to recover from County, in accordance with the terms of this Contract, any funds disbursed to County that are identified as an Underexpenditure or Misexpenditure. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Plan and all similar plans of other counties financially assisted by State Agency through similar contracts with the other counties, State Agency may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Contract, in proportion to the increase or decrease in the appropriation or allotment, provided that State Agency increases or decreases, in the same proportion, the funds awarded to all other counties under similar contracts, with the exception of JCP Prevention Funds awarded to minimum grant counties. If requested by State Agency, County shall execute and deliver to State Agency an amendment to this Contract reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict State Agency's rights under this Contract to suspend disbursement of funds or to terminate this Contract (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments.

12. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or State 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 five (5) days after 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. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Karen Andall
Oregon Youth Authority
530 Center St. NE, Suite 200
Salem, Oregon 97301-3765
Voice: 503-373-7234
Facsimile: 503-373-7921
E-mail: karen.andall@oya.state.or.us

To CJC: Becky Eklund
Criminal Justice Commission
635 Capital St. NE, Suite 350
Salem, Oregon 97301-2524
Voice: 503-986-4569
Facsimile: 503-986-4574
E-mail: becky eklund@state.or.us

To County: Lisa Smith
Lane County Dept. of Youth Services
2727 Martin Luther King Jr. Blvd.
Eugene, Or 97401
Voice: 541-682-4705
Facsimile: 541-682-4732
E-Mail: lisa.d.smith@co.lane.or.us

The supervising representatives of the parties for purposes of this Contract are indicated above.

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. Counterparts. This Contract 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 this Contract so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction. This Contract 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 State Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Contract 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 THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Law. County shall comply and cause all Providers to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400, 659A.403, 659A.406, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws 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 Services. 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. Department's performance under this Contract 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. County shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)). All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall ensure that all Providers comply with these requirements and obtain any insurance required elsewhere in this Contract.

17. Assignment of Contract, Successors in Interest.

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

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

18. No Third Party Beneficiaries. The State and County are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Contract is solely for the benefit of the State to assist and enable the State to accomplish its statutory mission. Nothing in this Contract 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 this Contract.

19. Integration and Waiver. This Contract, including all of its Exhibits, 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 this Contract. The failure of either party to enforce any provision of this Contract 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.

20. Amendment. No amendment, waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Section 1.b(iv) of Exhibit C, and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice and the Department of Administrative Services. Such amendment, 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 this Contract, understands it, and agrees to be bound by its terms and conditions.

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

22. 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 this Contract.

23. Indemnity

a. The County agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 10, to the extent of liability arising out of the negligence of the County. The County shall not be required to indemnify or defend the State for any liability arising out of the wrongful acts of employees or agents of the State.

b. The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the State. The State shall not be required to indemnify or defend the County for any liability arising out of the wrongful acts of employees or agents of the County.

c. 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.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Work Product. Except as otherwise expressly provided herein, all work products of the County created in connection with the delivery of Services are the exclusive property of the State. For purposes of this Section, "work product" shall not include Client files. State Agency and County intend that such work product be deemed "work made for hire" of which State Agency shall be deemed the author. If for any reason the work product is not deemed "work made for hire," County hereby irrevocably assigns to State Agency all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as State Agency may reasonably request in order to fully vest such rights in State Agency. In the event that federal law requires State Agency or County to grant to the United States a license to any work product developed or acquired under this Contract, Contractor shall execute such further documents and instruments as State Agency may reasonably request in order to make such grant. County forever waives any and all rights relating to the work product, including without limitation, any and all rights arising

under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

26. Force Majeure. Neither State 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 State'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 this Contract.

27. Miscellaneous Federal Provisions. County shall comply and cause all Providers to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and cause all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal laws requiring reporting of Client abuse. 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. No federal funds may be used to provide Services in violation of 42 USC 14402.

28. Equal Employment Opportunity. If this Contract, including amendments, provides for disbursement or payment to County of 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.

29. 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 Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All Provider Contracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.

30. Energy Efficiency. County shall comply and cause all Providers to 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. 94-165). OMB Circular A-102, ¶ 14.j.

31. HIPAA Compliance. If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declared itself a "covered entity" under HIPAA, County agrees to deliver the Services in compliance with HIPAA. Without limiting the

generality of the foregoing, if the Services are covered by HIPAA, County shall comply and cause all Providers to comply with the following:

a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about State Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the State Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and State Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Contract may be amended to include additional terms and conditions related to data transactions.

c. **Consultation.** If County reasonably believes that the County's or the State Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult State Agency's HIPAA Privacy Officer.

**JUVENILE CRIME PREVENTION AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Plan.

a. Plan Implementation. County shall implement, or through Providers shall cause to be implemented, the JCP Prevention, JCP Basic Services and Diversion Services portions of the Plan. The County has developed or agrees to develop the JCP Prevention, JCP Basic and Diversion Services portions of the Plan according to guidelines provided by the State.

b. Amendment to Plan.

County may request amendment of the Plan by notifying CJC in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by CJC. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources.

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services (funded by CJC) and Basic Services/Diversion Services (funded by OYA). The Plan may be amended to change allocations between Basic Services and Diversion Services.
- (ii) Changes to the Plan budget aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the JCPAC prior to the changes taking effect. Amendments to the Diversion Services plan, as part of the Plan, must be reviewed and approved by OYA in consultation with the JCPAC prior to the amendments taking effect.
- (iii) County shall submit written notification to CJC for any changes to the Plan budget aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by CJC and OYA. The State reserves the right to require that the County notification be reviewed by the JCPAC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with CJC and OYA and shall become a part of the Plan and this Contract from its effective date without the necessity of executing a formal amendment to this Contract. For purposes of this section, the effective date of a Plan amendment is the date the Plan amendment or notification is approved by the State Agency.

2. Cultural Competency. County shall deliver all Services and cause all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. Grievance System. During the term of this Contract, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardian, may present grievances about the delivery of the Services. At the time arrangements are made for

delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. Management of Discretionary Bed Allocation.

a. County shall use its best efforts to implement the Plan in such a manner that the number of youth from County residing in beds at OYA's Close Custody Facilities does not exceed, at any time during the term of this Contract, the Discretionary Bed Allocation. The Discretionary Bed Allocation formula allows for the Discretionary Bed Allocation to change based upon the availability of discretionary beds at OYA's Close Custody Facilities. With the prior written approval of OYA, County may join a regional group of counties for purposes of managing its Discretionary Bed Allocation. If County joins such a group, County shall be deemed to have exceeded its Discretionary Bed Allocation under this Contract only if the total number of youth, from all counties in the group, residing in beds at OYA's Close Custody Facilities exceeds the sum of the Discretionary Bed Allocations for each of the counties in the group.

b. Each time the County exceeds its Discretionary Bed Allocation, County shall submit to OYA a prioritized list of names of those youth from County residing in beds at OYA's Close Custody Facilities who shall be released. Should the County continue out of compliance, County must submit a plan to return to compliance to OYA. If County exceeds its Discretionary Bed Allocation for ninety (90) or more consecutive days, OYA may withhold all or a portion of the funds for Diversion Services until the County reduces its utilization to a level at or below the Discretionary Bed Allocation.

5. Evaluation

a. County shall furnish CJC with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and Basic Services and expenditure of the funds therefor disbursed to County hereunder, in such format and at such frequency as may be reasonably requested by the CJC or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce, use and disclose all or any part of such data, information or reports furnished under this Contract.

b. County agrees to produce screening and assessment data as required by the JCPAC to the State in such form and at such times as the State may reasonably request.

c. **Meeting the Outcomes.** If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services and Basic Services, CJC shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services and Basic Services portion of the Plan may be improved. If, upon review, the CJC determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Contract, CJC or the JCPAC, at CJC's direction, may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any CJC right arising out of County's default, as described in Exhibit B.

6. Special Requirements for Juvenile Crime Prevention Services and Basic Services.

a. Outcomes. County shall target its Juvenile Crime Prevention Services and Basic Services to the Target Population for Juvenile Crime Prevention and Basic Services and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below the Discretionary Bed Allocation. The specific targets for the high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

7. Special Requirements for Diversion Services.

a. Outcomes. County shall target its Diversion Services to the Target Population for Diversion Services and shall implement the Diversion Services with the goal of reducing (or maintaining) the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below the Discretionary Bed Allocation.

b. Additional Special Requirements.

i. For each youth from County committed to an OYA Close Custody Facility during the term of this Contract, the County shall provide the following to OYA:

(a) As requested by OYA, risk screen data derived from the JCP Risk Screen process.

(b) OYA Required JJIS Data Fields. In addition to the other reporting requirements of this Contract, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

(c) Youth Information. The County must provide the OYA with medical information and psychological or psychiatric evaluations on each youth committed to an OYA Close Custody Facility for any public safety reserve offenses as defined in ORS 420.014 and OAR 416-410-0030. The psychological or psychiatric evaluation provided must be current and appropriate to the youth's current status. Current, as it applies to psychological or psychiatric evaluations, is defined as within six (6) months prior to commitment to the Close Custody Facility. OYA may recover funds in the amount of \$500.00 for each youth with respect to whom County fails to comply with this provision and OYA may reduce disbursements of Diversion funds accordingly.

(d) Revocation Hearing. The County must provide a revocation hearing in the community prior to returning a youth to a bed at an OYA Close Custody Facility. County shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. OYA may recover funds in the amount of \$55.00 for each youth with respect to whom County fails to comply with this provision and OYA may reduce disbursements of Diversion funds accordingly.

(e) Reformation Plan. The County must complete a reformation plan approved by OYA and must ensure that this plan accompanies the youth from County at the time of commitment to OYA for placement in a Close Custody Facility. OYA may reduce the funds

for Diversion Services by \$125.00 for each youth with respect to whom County fails to comply with this provision and OYA may reduce disbursements of Diversion Services funds accordingly. Reformation plans and all required data fields must be completed in JJIS by County.

(f) At a minimum, services to be provided by County as part of the Diversion Services portion of the Plan are as follows:

- (i) Disposition of parole violations;
- (ii) Community Programs;
- (iii) Plan for providing detention back-up and back up to Community Programs;
- (iv) A process for making Youth Correctional Facility placement and parole decisions in accordance with the Plan, specifically the Diversion Services portion of the Plan; and
- (v) Programs and services used by the County to stay within its Discretionary Bed Allocation.

**JUVENILE CRIME PREVENTION AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
DISBURSEMENT SCHEDULE**

The first two (2) quarters of the 2003-2005 biennium are being paid under a previous agreement between the parties. Subject to and in accordance with the terms and conditions of this Contract, payments for the remaining quarters due to County shall be made in accordance with the following schedule, upon written request made by the County to CJC

		JCP BASIC SERVICES	JCP SERVICES	DIVERSION SERVICES
Payments under the previous agreement ending 12/31/03:				
Quarter 1	July 1, 2003	\$ 89,245.00	\$ 68,597.00	\$ 73,908.00
Quarter 2	October 1, 2003	\$ 89,245.00	\$ 68,597.00	\$ 73,908.00
TOTAL		\$ 178,490.00	\$ 137,194.00	\$ 147,816.00

Payments due under this Contract:

Quarter 3	January 1, 2004	\$ 86,407.00	\$ 43,824.00	\$ 73,908.00
Quarter 4	April 1, 2004	\$ 86,407.00	\$ 43,824.00	\$ 73,908.00
Quarter 5	July 1, 2004	\$ 86,407.00	\$ 43,824.00	\$ 73,908.00
Quarter 6	October 1, 2004	\$ 86,407.00	\$ 43,824.00	\$ 73,908.00
Quarter 7	January 1, 2005	\$ 86,407.00	\$ 43,824.00	\$ 73,908.00
Quarter 8	April 1, 2005	\$ 86,412.00	\$ 43,825.00	\$ 73,913.00
TOTAL		\$ 518,447.00	\$ 262,945.00	\$ 443,453.00

The amounts indicated as Totals above represent the maximum amount that State Agency may provide to County under this Contract.

BIENNIUM TOTAL		\$ 696,937.00	\$ 400,139.00	\$ 591,269.00
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