

# Contract Review Sheet

Purchase Order

**JV-7111-26**Title: Behavior Rehabilitative ServicesContractor's Name: Oregon Department of Human ServicesDepartment: Juvenile DepartmentContact: Brianna SloaneAnalyst: Sandra FixsenPhone #: (503) 576-4620Term - Date From: Upon board approvalExpires: April 30, 2029Original Contract Amount: \$ 2,000,000.00Previous Amendments Amount: \$ -Current Amendment: \_\_\_\_\_ New Contract Total: \$ 2,000,000.00 Amd% 0%Bidirectional  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: ORS190 Intergovernmental Agreement





## Description of Services or Grant Award

Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA) for Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement is based on daily bed rates and includes a local match prepayment amount which is a percentage of the total amount paid for claims submitted. The percentage, which is currently 42.25%, is determined by the Medicaid or State Children's Health Insurance Program (SCHIP) local match rate. The BRS program falls under OAR Chapter 410. Behavior Rehabilitation Services (BRS) improves the lives of children and adolescents by providing behavioral intervention, counseling and skills-training services.

The Oregon Department of Human Services (ODHS) contracts with private agencies throughout the state to provide these services to children or young adults who meet BRS eligibility criteria (OAR 410-170-0400).

Desired BOC Session Date:	<u>5/6/2026</u>	Contract should be in DocuSign by:	<u>4/1/2026</u>
Agenda Planning Date	<u>4/9/2026</u>	Printed packets due in Finance:	<u>4/7/2026</u>
Management Update	<u>4/21/2026</u>	BOC upload / Board Session email:	<u>4/8/2026</u>
BOC Session Presenter(s)	_____	Code:	<u>Y</u>

## REQUIRED APPROVALS

 Sandra L. Fixsen Finance - Contracts	<u>04/10/2026</u> Date	 Brianna Sloane (Apr 14, 2026 10:22:35 PDT) Contract Specialist	<u>04/14/2026</u> Date
 Scott Norris (Apr 13, 2026 11:16:53 PDT) Legal Counsel	<u>04/13/2026</u> Date	 Jan Fritz (Apr 14, 2026 09:18:23 PDT) Chief Administrative Officer	<u>04/14/2026</u> Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/22/26

Department: Juvenile

Title: Behavioral Rehabilitative Services(BRS) Contract Purchase Order

Management Update/Work Session Date: 4/21/26 Audio/Visual aids [ ]

Time Required: 5 Contact: Brianna Sloane Phone: 503-576-4620

Requested Action: Consider approval of Contract Purchase Order in the amount of \$2,000,000.00 to pay Oregon Health Authority their local matched share for BRS Services.

Issue, Description & Background: Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA) for Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement is based on daily bed rates and includes a local match prepayment amount which is a percentage of the total amount paid for claims submitted. The percentage, which is currently 42.25%, is determined by the Medicaid or State Children's Health Insurance Program (SCHIP) local match rate. The BRS program falls under OAR Chapter 410.

Financial Impacts: Over the last 3 years the State's share rate has been consistently \$1,588,725 for 14 beds at the current rate of 42.25%. The bed rate will potentially increase by 16% for the 27-29 biennium, which would increase the state share to just under \$2 million over 3 years.

Impacts to Department & External Agencies:

List of attachments: Contract Review Sheet, sample contract purchase order, supporting documents

Presenter: Troy Gregg and/or Jose Miranda

Department Head Signature: [Handwritten Signature]



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

OREGON DEPT OF HUMAN SERVICES  
ATTN: AR & RECEIPTING UNITS RSTARS  
RECEIVABLES  
PO BOX 4325  
PORTLAND, OR 97208-9992

Purchase Order		
Purchase Order No	Revision	Page
942323		1
<b>Ship To:</b>		
Marion County Juvenile Department 2960 Center St NE Salem, OR 97301 United States		
<b>Bill To:</b>		
Marion County Juvenile Department 2960 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 535854	Order Date / Buyer 29-APR-26 B SLOANE	Revised Date / Buyer
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ( )	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>Purchase Agreement Effective From: 4/22/2026 To: 4/30/2029</p> <p>Marion County Juvenile Department receives federal Medicaid dollars through the State of Oregon Health Authority (OHA)</p> <p>For Behavioral Rehabilitation Services (BRS) for eligible youth in the Guaranteed Attendance Program (GAP). Reimbursement</p> <p>is based on daily bed rates and incl a local match prepayment which is a percentage of the total for claims paid, currently 42.25%.</p> <p>The rate is determined by the Medicaid or State Children's Health Insurance Program local match rate.</p>					\$2,000,000.00
<b>Total</b>						\$2,000,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

**Authorized By:** \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
**NOT VALID Unless Signed By Purchasing**

**MARION COUNTY –TERMS AND CONDITIONS**

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6 TERMINATION OF PO.** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. SUBCONTRACTING/NONASSIGNMENT.** No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**20. TERMS:** Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.



DIRECTOR  
Troy Gregg

ASSISTANT DIRECTOR  
Alicia Cozad

BOARD OF  
COMMISSIONERS  
Danielle Bethell  
Colm Willis  
Kevin Cameron

CHIEF ADMINISTRATIVE  
OFFICER  
Jan Fritz

## MEMORANDUM

**TO:** Accounts Payable

**FROM:** Melissa Rounds

**DATE:** March 30, 2026

**RE:** BRS Prepaid match payment

This is a request for pre-payment of the State's match portion of BRS revenue received from the Federal Government (through the State) for BRS services provided at the Juvenile Department's Guaranteed Attendance Program.

The Oregon State Department of Human Services Office of Financial Services has informed us that beginning July 1, 2008 Marion County will have to pay the match for services provided to BRS clients before DHS can reimburse the County for the services. This applies to all Medicaid and SCHIP claims.

The total amount is \$111,136.28  
The costing is:  
125-35-00-372-5106-341370-035001

Thank you,  
Melissa Rounds  
Administrative Service Manager

PO#	941168	ACH
Approval	➔	
Scan #		
Distr		
Entry Date/by		

### MMIS Local Match Leveraging Form

For Behavior Rehabilitation Services, Targeted Case Management and School-Based Health Services claims

#### Reimbursement authority

42 CFR 433 Subpart B authorizes a unit of government to participate in Federal Financial Participation (FFP) when the unit of government provides the non-federal share (“local match”) of public funds for Medicaid reimbursement for covered services.

By completing and submitting this form, the unit of government agrees that the government provider(s) listed below will retain the full amount of the total computable payment received from the Oregon Health Authority (OHA) for leveraged Medicaid-covered services.

#### Instructions

- Complete this form for each prepayment submitted for local match. To find out the amount you need to prepay, please see the [Leverage Claims Payable – Not Paid section of the paper remittance advice](#) for each provider you list below.
- Enter the authorized unit of government’s information and the specific match amount for each unit of government provider listed. Make sure the prepayments clearly identify the match amount(s) to associate with each provider number listed below.
- Prepayments received and reported on this form to DHS|OHA by 5:00 p.m. Wednesday will be available for claims that process the following weekend.

If you have questions about submitting local match prepayments, call DHS|OHA Financial Services at 503-947-5017 or 503-947-5007 (Salem).

Unit of Government Name: Marion County Health Dept (for Juvenile Department)		Telephone: (503) 566-2923	
Service Type	Oregon Medicaid Provider Number	Government Provider Name	Match Amount
BRS	500500166		\$111,136.28
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
Select service type:			
<b>Total prepayment submitted:</b>			\$111,136.28
<b>Prepayment type:</b>			EFT
<b>Check/Electronic Funds Transfer (EFT) # (if known):</b>			
<b>Submission date (MM/DD/YY):</b>			

#### EFT payments:

- E-mail the completed form to [medicaid.leveraging@state.or.us](mailto:medicaid.leveraging@state.or.us) (enter “MMIS” in the subject line of the e-mail) or
- Fax to 503-378-2806 (Salem).

#### Check payments:

Mail the check with the completed form to:  
 DHS|OHA Receiving Unit  
 P.O. Box 14006  
 Salem, OR 97309-5030

**SIGNATURE PAGE FOR  
BEHAVIOR REHABILITATIVE SERVICES CPO - JV-7111-26  
between  
MARION COUNTY and OREGON DEPARTMENT OF HUMAN SERVICES**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ Date **04/10/2026**  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: Jan Fritz \_\_\_\_\_ Date **04/14/2026**  
Jan Fritz (Apr 14, 2026 09:18:23 PDT)  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: Scott Norris \_\_\_\_\_ Date **04/13/2026**  
Scott Norris (Apr 13, 2026 11:16:53 PDT)  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: Sandra L. Lisen \_\_\_\_\_ Date **04/10/2026**  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_