

October 7, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #02 to Subrecipient Agreement with  
Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Maximum  
Agreement Value Remains \$334,894.00 through State of Oregon CMHP funds. No County  
General Funds are involved.

<b>Purpose/Outcomes</b>	To provide residential treatment services to Clackamas County clients.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #02 does not change the value of the Agreement. The Agreement maximum value remains \$334,894.00.
<b>Funding Source</b>	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
<b>Duration</b>	Effective upon signature and terminates on September 30, 2021.
<b>Previous Board Action</b>	Agreement reviewed and approved by Board November 5, 2020, Agenda Item 110520-A6 and Amendment #01 June 3, 2021, Agenda Item 060321-A9.
<b>Strategic Plan Alignment</b>	Ensuring safe, health and secure communities through the provision of mental health services.
<b>Counsel Review</b>	Reviewed and approved September 2, 2021 – Andrew Naylor
<b>Procurement Review</b>	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Agreement No.</b>	Subrecipient 20-036 / BH 9390

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for residential treatment services to Clackamas County clients. Cascadia provides these services at three facilities in Clackamas County, and works collaboratively with the County on process including treatment planning, admission and discharge authorizations and referrals for clients to specialty behavioral health services.

Cascadia Behavioral Healthcare, Inc. is a not-for-profit agency that delivers whole health care – integrated mental health and addiction services, primary care, and housing – to promote and support the well-being of the communities served. For more than thirty-five years, Cascadia has been the community health and housing safety net provider for Oregonians of all ages experiencing mental health and addiction challenges, trauma, poverty, and homelessness.

Amendment #02, effective July 1, 2021 through September 30, 2021, extends the term of the Agreement three (3) months to ensure there is no gap in service during the completion of a formal procurement process for these services.

**RECOMMENDATION:**

Staff recommends approval of the Amendment.

Respectfully submitted,

*Mary Rumbaugh*

Rodney A. Cook, Director  
Health, Housing and Human Services

## Subrecipient Amendment

Subrecipient Agreement Number: 20-036 (BH 9390)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 02

Subrecipient: Cascadia Behavioral Healthcare, Inc.

Amendment Requested By: Mary Rumbaugh

Changes:  Scope of Service

Agreement Budget

Agreement Time

Other: Updates contacts

This Amendment #2 is entered into between Cascadia Behavioral Healthcare, Inc. ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020.

### Justification for Amendment:

This Subrecipient Agreement provides residential treatment services.

This Amendment #2 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment also updates financial reporting dates, and the County's grant accountant and program manager.

Compensation is unchanged by this Amendment.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND Clackamas County Data, Grant Accountant:**

Grant Accountant: Ke`ala Adolpho
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us

**TO READ:**

Grant Accountant: <b>Nicole Unck</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 <b>(503) 742-5430</b> <b>NUnck@clackamas.us</b>

**AMEND Clackamas County Data, Program Manager:**

Program Manager: Nancy Benner
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 NBenner@clackamas.us

**TO READ:**

Program Manager: <b>Josh Thomas</b>
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 <b>JThomas@clackamas.us</b>

**Cascadia Behavioral Healthcare, Inc. #9390 – Residential Treatment Services**

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**AMEND Recitals #2:**

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**TO READ:**

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**AMEND Section 1 of the Agreement:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

**TO READ:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

**AMEND Section 3 of the Agreement:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**TO READ:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019 and **IGA 166036 awarded May 25, 2021**, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any

**Cascadia Behavioral Healthcare, Inc. #9390 – Residential Treatment Services**

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and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**AMEND Section 4 of the Agreement:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount COUNTY will pay is **\$334,894.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
  - 4.1. **Federal Funds: \$72,000.00** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
  - 4.2. **Other Funds: \$262,894.00** in State funds are provided for funding of other items in the program budget.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement **are the 2019-2021 Intergovernmental Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount COUNTY will pay is **\$334,894.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
  - 4.1. **Federal Funds: \$72,000.00** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
  - 4.2. **Other Funds: \$262,894.00** in State funds are provided for funding of other items in the program budget.

**REPLACE SECTION 9.b. (Administrative Requirements: Personnel) with:**

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

**AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:**

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2021 for June 30, 2021 expenses.

**TO READ:**

- 2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 10, 2021 for September 30, 2021** expenses.


[Signature page follows]


**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

**CASCADIA BEHAVIORAL HEALTHCARE,  
INC.**

**COUNTY OF CLACKAMAS**


  
Authorized Signature

  
Date

  
~~Gary Schmidt~~ Tootie Smith Date  
~~County Administrator~~ Chair, Board of Commissioners

Derald Walker, PhD / President-CEO  
\_\_\_\_\_  
Name / Title (Printed)

**Approved as to form:**

  
\_\_\_\_\_  
County Counsel

09/02/2021  
\_\_\_\_\_  
Date