



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

October 18, 2022

Board of County Commissioners
Clackamas County

The Clackamas County Sheriff's Office Parole & Probation Division (CCSO-P&P) requests approval of Amendment #2 for Subrecipient Agreement 20-024 with Oregon Health and Science University (OHSU). Funding through the Comprehensive Opioid Abuse Site-Based Program (COSSAP) Grant through the United States Department of Justice – Bureau of Justice Assistance (USDOJ-BJA). No County General Funds are involved.

Purpose/Outcome	CCSO-P&P requests approval to extend the project period and increase funding for Subrecipient Agreement 20-024 with OHSU in relation to implementing System-Level Diversion Strategies.
Dollar Amount and Fiscal Impact	The dollar amount of this amendment is \$130,005.00, which brings the total dollar value of the award to \$279,963.00.
Funding Source	Funding is through the COSSAP Grant through the USDOJ-BJA. No County General Funds are involved.
Duration	Extends the project end date from September 30, 2022 to September 30, 2023.
Previous Board Action/Review	Original agreement was signed by the Board of County Commissioners on March 5, 2020.
Strategic Plan Alignment	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities.
Counsel Review	Date of Counsel review: October 10, 2022 Name of County Counsel performing review: Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Not applicable
Contact Person	Nancy Artmann, CCSO Finance Manager – (503) 785-5012
Contract No.	Subrecipient Agreement 20-024

BACKGROUND:

OHSU conducts formative evaluation activities to identify and track performance measures and assist in the improvement of program implementation. OHSU will work with CCSO-P&P to track quarterly outcome measures required by DOJ-BJA and help develop additional outcome measures using survey data collected by CCSO-P&P.

RECOMMENDATION:

Staff recommend approval of this amendment and request that the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County.

Respectfully submitted,

Undersheriff Jenna Morrison

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Phone: 503-785-5000 • Fax: 503-785-5190 • www.clackamas.us/sheriff

Subrecipient Amendment (FY 22-23)
Clackamas County Sheriff's Office Parole & Probation Division

Subrecipient Agreement Number: 20-024

Board Order Number: 2/11/20

Department/Division: Parole & Probation

Amendment No. 2

Subrecipient: OHSU

Amendment Requested By: Ke'ala Adolpho

Approved to Form:



10/12/2022

County Counsel

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

The project is a collaboration of Clackamas County and Oregon Health and Science University ("SUBRECIPIENT"). A main goal of the project is to more efficiently and effectively address the growing problem of opioid use in Clackamas County, with special focus on diversion of opioid use disorder ("OUD")-involved "high frequency" utilizers across systems (i.e., justice, healthcare, social services) to reduce opioid use and its impacts, including recidivism.

This Amendment #2 extends the Agreement term to September 30, 2023 and increases total amount of award to \$279,963.00.

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.

AMEND:

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-024	
Project Name: System-Level Diversion Strategies Project Number: 2018-AR-BX-K023	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Community Corrections ("COUNTY") and Oregon Health and Science University ("SUBRECIPIENT"), a Public University.	
Clackamas County Data	
Grant Accountant: Nora Jones	Program Manager: Kelli Zook
Clackamas County – Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8780 norajon@co.clackamas.or.us	Clackamas County – Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8392 kzook@clackamas.us

TO READ:

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-024	
Project Name: System-Level Diversion Strategies Project Number: 2018-AR-BX-K023	
This Agreement is between Clackamas County , Oregon, acting by and through its Clackamas County Sheriff's Office Parole & Probation Division ("COUNTY") and Oregon Health and Science University ("SUBRECIPIENT"), a Public University.	
Clackamas County Data	
Grant Accountant: <i>Ke'ala Adolpho</i>	Program Manager: Kelli Zook
Clackamas County Sheriff's Office 2223 Kaen Rd. Oregon City, OR 97045 503-201-5697 kadolpho@clackamas.us	Clackamas County Sheriff's Office Parole & Probation Division 1024 Main St Oregon City, OR 97045 503-655-8392 kzook@clackamas.us

AMEND “RECITALS”:

1. Clackamas County has been disproportionately impacted by the rapid increase in opioid use, as indicated by high rates of opioid overdose deaths, at 11/100,000 deaths among 18-64 year olds in 2016. Clackamas County Community Corrections (“COUNTY”) has received a cooperative agreement from the Department of Justice Office of Justice Programs (“DOJ OJP”) in support of the development and testing of programs to help divert individuals with behavioral health problems, such as substance use disorders, to treatment and other services.

TO READ:

1. Clackamas County has been disproportionately impacted by the rapid increase in opioid use, as indicated by high rates of opioid overdose deaths, at 11/100,000 deaths among 18-64 year olds in 2016. **Clackamas County Sheriff’s Office Parole & Probation Division** (“COUNTY”) has received a cooperative agreement from the Department of Justice Office of Justice Programs (“DOJ OJP”) in support of the development and testing of programs to help divert individuals with behavioral health problems, such as substance use disorders, to treatment and other services.

AMEND:

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 01, 2019 and not later than September 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. Term and Effective Date. *This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning December 01, 2019 and expiring September 30, 2023, unless this Agreement is sooner terminated or extended pursuant to the terms hereof.* No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. Grant Funds. COUNTY’s funding for this agreement is the Comprehensive Opioid Abuse Site-Based Program (**CFDA #16.838**) issued to the COUNTY by the U.S. Department of Justice, Office of Justice Programs (Federal Award Identification # AR-BX-K023). The maximum, not to exceed, grant amount COUNTY will pay is **\$149,958**. This is a cost reimbursement grant 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: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of his Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY’s funding for this agreement is the Comprehensive Opioid Abuse Site-Based Program (**ALN #16.838**) issued to the COUNTY by the U.S. Department of Justice, Office of Justice Programs (Federal Award Identification # AR-BX-K023). The maximum, not to exceed, grant amount COUNTY will pay is **\$279,963.00**. This is a cost reimbursement grant 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: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of his Agreement may result in withholding of payment.

AMEND Section 9. Administrative Requirements, Subsection p):

- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

TO READ:

- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with **2 CFR Subt. A, Chapter I, Part 180, including but not limited to 180.925. These regulations** restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

AMEND Section 9: Administrative Requirements, Subsection s):

- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY reasonable access during Monday through Friday business hours to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

TO READ:

- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY reasonable access during Monday through Friday business hours to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR **200.332**. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

AMEND Section 9: Administrative Requirements, Subsection t):

- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

TO READ:

- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR **200.334-338**.

REPLACE Section 11: Federal and State Procurement Standards, Subsection d):

- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

WITH:

- d) ***Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women’s business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.***

AMEND EXHIBITS LIST:

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

TO READ:

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- ***Exhibit B.1: SUBRECIPIENT Program Budget Year 3 & Carryover***
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- ***Exhibit D.1: Required Financial Reporting and Reimbursement Request Year 3***
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

ADD EXHIBIT B.1 TO EXHIBIT B:

EXHIBIT B.1: SUBRECIPIENT BUDGET YEAR 3 & CARRYOVER			
Organization: Oregon Health & Science University			
Funded Program Name: System-Level Diversion Strategies			
Program Contact: Elizabeth Waddell			
Agreement Term: 12/1/19-9/30/23			
	<i>Previous</i>	<i>Year 3</i>	<i>TOTAL</i>
Approved Award Budget Categories	<i>Budget</i>	<i>Budget</i>	<i>BUDGET</i>
Personnel			
Salary & Wages	\$ 72,203.00	\$ 58,147.00	\$ 130,350.00
Fringe	\$ 24,524.00	\$ 19,795.00	\$ 44,319.00
Total Personnel Services	\$ 96,727.00	\$ 77,942.00	\$ 174,669.00
Travel			
Mileage	\$ 647.00	\$ 453.00	\$ 1,100.00
BJA Conference Washington D.C. Airfare	\$ -	\$ 400.00	\$ 400.00
BJA Conference Hotel	\$ -	\$ 500.00	\$ 500.00
BJA Conference Transportation	\$ -	\$ 200.00	\$ 200.00
BJA Conference Per Diem	\$ -	\$ 225.00	\$ 225.00
Materials and Supplies			
Materials and Supplies	\$ -	\$ 1,000.00	\$ 1,000.00
Publication Costs	\$ -	\$ 2,500.00	\$ 2,500.00
Computer Services	\$ -	\$ 1,200.00	\$ 1,200.00
Total Programmatic Costs	\$ 647.00	\$ 6,478.00	\$ 7,125.00
Indirect Rate: 54% Salary & Fringe	\$ 52,584.00	\$ 49,928.00	\$ 98,169.00
(Federally-negotiated Rate)			
Total Grant Costs	\$ 149,958.00	\$ 134,348.00	\$ 279,963.00

ADD EXHIBIT D.1 TO EXHIBIT D:

EXHIBIT D.1: SUBRECIPIENT REQUEST FOR REIMBURSEMENT YEAR 3					
CLACKAMAS COUNTY COMMUNITY CORRECTIONS DIVISION					
Organization: OHSU		CLAIM PERIOD:		Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Service: System-Level Diversion Strategies		YEAR 3			
Program Contact: Elizabeth Waddell					
Agreement Term: 12/1/19-9/30/23					
Agreement Number: 20-024					
Approved Award Budget Categories	Total Budget	Previous Expenditures	Current Period Expenditures	Total Grant Expenditures	Balance
Personnel					
Salary & Wages	\$ 130,350.00	\$ 34,177.41	\$ -	\$ 34,177.41	\$ 96,172.59
Fringe	\$ 44,319.00	\$ 12,268.79	\$ -	\$ 12,268.79	\$ 32,050.21
Total Personnel Services	\$ 174,669.00	\$ 46,446.20	\$ -	\$ 46,446.20	\$ 128,222.80
Travel					
Mileage	\$ 1,100.00	\$ 300.60	\$ -	\$ 300.60	\$ 799.40
BJA Conference Airfare	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
BJA Conference Hotel	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
BJA Conference Transportation	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00
BJA Conference Per Diem	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00
Materials and Supplies					
Materials and Supplies	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Publication Costs	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
Computer Services	\$ 1,200.00	\$ 200.00	\$ -	\$ 200.00	\$ 1,000.00
Total Programmatic Costs	\$ 7,125.00	\$ 500.60	\$ -	\$ 500.60	\$ 6,624.40
Indirect Rate: 54% Salary & Fringe	\$ 98,169.00	\$ 25,351.27	\$ -	\$ 25,351.27	\$ 72,817.73
(Federally negotiated Rate)					
Total Grant Costs	\$ 279,963.00	\$ 72,298.07	\$ -	\$ 72,298.07	\$ 207,664.93
Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.					
CERTIFICATION					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					
Prepared by:					
Authorized SUBRECIPIENT Official:					
Date:					
Department Review.					
Project Officer Name:					
Department:					
Signature:					
Department: forward to Grant Accountant for review and processing				Grant Accountant Initial/Date:	

AMEND EXHIBIT F:

Project Name: System-Level Diversion Strategies	Agreement #: 20-024
Federal Award #: AR-BX-K023	Date of Submission: XX/XX/XX
Subrecipient: OHSU	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds <u>authorized</u> on this agreement:	\$149,958
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

TO READ:

Project Name: System-Level Diversion Strategies	Agreement #: 20-024 A.2
Federal Award #: AR-BX-K023	Date of Submission: XX/XX/XX
Subrecipient: OHSU	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds <u>authorized</u> on this agreement:	\$279,963
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Signature page follows

OREGON HEALTH & SCIENCE UNIVERSITY:

By: _____
Grants & Contracts Analyst OHSU

Print Name: _____

Dated

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Tootie Smith, Chair, Board of County Commissioners

Dated