

July 28, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Grant Amendment #2 to Federal Subrecipient Agreement with North Clackamas Parks & Recreation District, on behalf of its Milwaukie Center for the provision of services to Clackamas County residents. Total Amendment Value is \$436,013. Funding source is the federal Older Americans Act and state transportation funds for older and disabled residents.  
No County General Funds are involved.

<b>Purpose/Outcomes</b>	Approval of Amendment #2 extends delivery of services for fiscal year 2022-23 and provides budget adjustments to reflect a second year of service.
<b>Dollar Amount and Fiscal Impact</b>	Adds \$436,013 of state and federal funds for a total Agreement amount of \$889,637.
<b>Funding Source</b>	U.S. Administration for Community Living, Oregon Department of Human Services, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds. No County General Funds are involved.
<b>Duration</b>	July 1, 2022 to June 30, 2023
<b>Previous Board Action</b>	Agreement approved 8/5/21 Amendment 1 approved 6.30.22 Item at Issues: 7/26/22.
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	Review and approved by Andrew Naylor on 7/12/22
<b>Procurement Review</b>	Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> If no, provide brief explanation: Item is a Grant Amendment
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	H3S#10207; Subrecipient #22-015

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #2 to the Subrecipient Agreement with the North Clackamas Parks & Recreation District, on behalf of its Milwaukie Center to provide Older American Act (OAA) funded services for persons living in the Milwaukie area. The services include congregate and home delivered

meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

Amendment #2 to Subrecipient Agreement #22-015 provides budget adjustments for ongoing delivery of services for fiscal year 2022-23 and results in an increase to the budget by an additional \$436,013, for a total Agreement amount of \$889,637.

This agreement is effective July 1, 2022 and terminates on June 30, 2023. This amendment has been approved by County Council on 7/12/2022.

**RECOMMENDATION:**

Staff recommends the Board approve this Subrecipient Agreement Amendment, and authorization for the Chair to sign on behalf of the County.

Respectfully submitted,


*Rodney A. Cook*

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

Attachment:

H3S#10207, #22-015 Amendment #2

Subrecipient Amendment (FY 21-22)  
Clackamas County, Department of Health, Housing and Human Services

<u>Subrecipient Agreement Number: 22-015</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S, Social Services Division</u>	<u>Amendment No. 2</u>
<u>Subrecipient: North Clackamas Parks &amp; Recreation District, on behalf of its Milwaukie Center</u>	<u>Amendment Requested By: Brenda Durbin</u>
<u>Approved to Form:</u>	
 _____ County Counsel	07/12/2022 _____ Dated
Changes: <input type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Time	<input type="checkbox"/> Other:

**Justification for Amendment:**

Amendment #2 to Subrecipient Agreement 22-015 ("Agreement") with North Clackamas Parks & Recreation District, on behalf of its Milwaukie Center provides budget adjustments for ongoing delivery of services for fiscal year 2022-23 and results in an increase to the budget by an additional \$436,013, for a total Agreement amount of \$889,637.

This Amendment #2 is effective upon signature and continues through June 30, 2023.

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

**AMEND the following portion of Section 1, Term and Effective Date:**

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than July 1, 2021 and not later than June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. 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 by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than July 1, 2021 and not later than ***June 30, 2023***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND Section 4, Grant Funds:**

4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is \$453,624. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

**NCPRD – Milwaukie Center**

*Subrecipient Agreement 22-015 – Amendment # 2*

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a. **Grant Funds:** COUNTY's funding of \$371,003 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services ("ODHS"), Adults and People with Disabilities (APD), Community Services & Solutions Unit (CSSU) and \$8,250 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

b. **Other Funds.** COUNTY's funding of \$70,621 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; and \$3,750 in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$889,637**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

a. **Grant Funds:** COUNTY's funding of **\$727,853** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services ("ODHS"), Adults and People with Disabilities (APD), Community Services & Solutions Unit (CSSU) and **\$16,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

b. **Other Funds.** COUNTY's funding of **\$139,034** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; and **\$6,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

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**AMEND Exhibit 1, Purpose, Service Description, Service Objectives and Elements of Completion, Subsection 2, Description of Services, to add the following additional Work to be performed by Subrecipient:**

- I. *Vaccine Access Expansion: to combat vaccine hesitancy and arrange or provide transportation to vaccination sites for older adults and their caregivers. Elements may include:***
  - i. Outreach calls to community members to provide vaccine info;*
  - ii. Hosting vaccine clinics for 60+, their caregivers and/or other members of their household – includes meals, food, snacks, advertising, city permits (for traffic direction, etc);*
  - iii. Printing costs for vaccine info to be given with HDMs; and/or,*
  - iv. Arranging and/or providing transportation to/from vaccine events or clinics.*

**AMEND the following portion of Exhibit 5, Program Activity Reports:**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a.** Financial summary including match and program income.
- b.** Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c.** Additional financial reports for the administration of this contract, as required by COUNTY.

**Withholding of Contract Payments:** Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a.** SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i.** the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii.** the amount of participant donations by Congregate and HDM .
- b.** SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c.** Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d.** Transportation Report forms A, B, and C
- e.** List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f.** SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

**TO READ:**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

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**2. PROGRAM ACTIVITY REPORTS**

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  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/**GetCare** information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Master Transportation Report form**
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.
- g. SUBRECIPIENT shall submit the Vaccine Access Expansion Report and Payment Request form.**

**NCPRD – Milwaukie Center**

Subrecipient Agreement 22-015 – Amendment # 2

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**AMEND EXHIBIT 6- Budget and Units of Services, Section 1, BUDGET, to add the following:**

**Funds awarded under this Amendment #2 shall only reimburse eligible expenses incurred during the July 1, 2022 to June 30, 2023 eligible grant expenditure period.**

**AMEND EXHIBIT 6- Budget and Units of Services, Section 2, UNIT COST SCHEDULE, 2022-23, to add the following additional budget for fiscal year 2022-23:**

**NCPRD - MILWAUKIE CENTER**

Fiscal Year 2022-23

<u>Funding Type</u>	<u>Funding Category</u>	<u>CFDA Number</u>	<u>Max. Total Award</u>	<u>Required Match*</u>	<u>Services</u>	<u>No. of Units</u>	<u>Reimb. Rate</u>
Client Services	OAA IIIB	93.044	\$ 44,750	\$ 4,973	Case Management	600	\$ 37.50
					Reassurance	200	\$ 31.00
					Info & Assistance	700	\$ 18.50
					Outreach	12	\$ 50.00
					OAA Transportation	500	\$ 5.00
COVID Support	Vaccine Access Expansion	93.044	\$ 1,000	NA	Outreach and Vaccine Promotion	NA	NA
Nutrition Services	OAA C1 & C2	93.045	\$ 257,100	\$ 28,569	OAA Meal Site Management	64,000	\$ 1.55
					Food Service	64,000	\$ 2.35
					HDM Assessment	200	\$ 37.50
	NSIP	93.053	\$ 44,800	NA	Food Service	64,000	\$ 0.70
Respite	OAA IIIE	93.052	\$ 9,200	\$ 3,067	Family Caregiver Support Program Respite	160	\$ 57.50
Energy Assistance	LIEAP	NA	\$ 2,500	NA	Completed LIEAP Applications	100	\$ 25.00
Transp. Services	Ride Connection: In Dist. TriMet	NA	\$ 38,700	NA	Rides within the TriMet Service Area	4300	\$ 9.00
	Ride Connection: Out of Dist. STF Funds	NA	\$ -	NA	Rides outside of TriMet Service Area	NA	NA
	Ride Connection: 5310 - Veh. Maintenance	20.513	\$ 8,250	\$ 2,063	Vehicle Preventative Maintenance	NA	NA
	TriMet STF Funds	NA	\$ 27,000	NA	Transportation Expansion	1500	\$ 18.00
	TRIMet STF Funds Taxi (actual cost)	NA	\$ -	NA	Transportation Expansion	NA	NA
	TriMet STF Funds T-19/Medicaid Match	NA	\$ 588	NA	State Match for Non-Medical Rides for Medicaid Enrolled Clients	125	\$ 17.00
	T-19/Medicaid Waiver	NA	\$ 2,125	NA	Non-Medical Rides for Medicaid Enrolled Clients		
Total Maximum Award			\$ 436,013		Federal Award Total:		\$ 365,100

\* Source of OAA Match - Staff time

**NCPRD – Milwaukie Center***Subrecipient Agreement 22-015 – Amendment # 2*

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**AMEND EXHIBIT 6- Budget and Units of Services, Section 3, UNITS OF SERVICE, 2022-23, to add the following Client Service Objectives for fiscal year 2022-23:****Client Service Objectives, Fiscal Year 2022-23:**

<b>Service Category</b>	<b>FY 2023 Planned Number of Service Units</b>	<b>Unit of Measurement</b>	<b>FY 2023 Number of Unduplicated Clients to be Served</b>
Case Management (OAA)	600	1 hour of service	200
Reassurance (OAA)	200	1 contact	50
Information and Assistance (OAA)	700	1 response to inquiry and follow up	450
Community Outreach (OAA)	12	1 presentation	N/A
Transportation (OAA)	500	1 one-way ride	50
Meal Site Management (OAA)	64,000	1 meal delivered/served	200
HDM Assessments (OAA)	200	1 Assessment	200
Evidence-based Health & Wellness programming (OAA)	N/A	1 class session	N/A
Respite Care	160	1 hour of respite	20
Transportation (Ride Connection & STF)	4,000	1 one-way ride	200
Transportation (Medicaid non-medical)	125	1 one-way ride	30

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**NCPRD – Milwaukie Center**

*Subrecipient Agreement 22-015 – Amendment # 2*

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**SIGNATURE PAGE**

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

**North Clackamas Parks & Recreation District**

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

**CLACKAMAS COUNTY**

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

By: \_\_\_\_\_  
Tootie Smith, Chair

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: \_\_\_\_\_