

February 24, 2022

Board of County Commissioners
Clackamas County

Approval of Amendment #02 to a Subrecipient Grant Agreement with CODA, Inc. for Housing Assistance Program Services. Amendment extends the term of the Agreement and increased the value of the Agreement by \$106,866.50. Agreement funded by Federal and State funds provided by Oregon Health Authority.
No County General Funds involved.

Purpose/Outcomes	Provides housing assistance and services for Clackamas County residents in alcohol and drug recovery to assist them in becoming self-sufficient and obtaining permanent housing placements.
Dollar Amount and Fiscal Impact	Amendment #02 adds \$106,866.50 the value of the Agreement. The agreement maximum value is increased to \$706,639.03.
Funding Source	No County General Funds are involved. Federal and State funds provided by the State of Oregon, Community Mental Health Program (CMHP).
Duration	Effective October 1, 2021 and terminates on March 31, 2022.
Previous Board Action	Agreement reviewed and approved March 19, 2020, Agenda Item 031920-A4 and Amendment #01 September 16, 2021. Agenda Item 20210916 A.4. Amendment #02 Issues February 22, 2022.
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of housing assistance and services for Clackamas County residents in recovery.
Counsel Review	Amendment reviewed and approved February 10, 2022 Andrew Naylor
Procurement Review	Was this item reviewed by Procurement? No. Review not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	Subrecipient 20-029 / Behavioral Health 9371

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to a Subrecipient Grant Agreement with CODA, Inc. for Housing Assistance Program services for Clackamas County residents in alcohol and drug recovery. CODA will support the substance abuse treatment and early recovery efforts of the participants while also focusing on participants becoming self-sufficient and obtaining permanent housing placements. Participants need to be fully engaged in alcohol and drug treatment in order to access housing services. Behavioral Health has engaged CODA to provide these services to Clackamas County residents since 2012.

Amendment #02, effective October 1, 2021 and continues through March 31, 2022, extends the term of the Agreement six (6) months to ensure no gap in services while a formal procurement process for these services is completed.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

Subrecipient Amendment

<u>Subrecipient Agreement Number: 20-029 (BH 9371)</u>	<u>Board Order Number: N/A</u>
<u>Department/Division: H3S/Behavioral Health</u>	<u>Amendment No. 02</u>
<u>Subrecipient: CODA, Inc.</u>	<u>Amendment Requested By: Mary Rumbaugh</u>
Changes: <input type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Other: Update reporting period/dates

This Amendment #02 is entered into between CODA, Inc. ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on March 19, 2020.

Justification for Amendment:

The Agreement provides housing assistance and services for Clackamas County residents in alcohol and drug recovery.

Amendment #02 extends the term of the Agreement six (6) months through March 31, 2022, while a formal competitive grant process is completed.

This Amendment #02 adds additional funding source information, and financial and performance reporting periods and dates.

Compensation is increased by \$106,866.50 for the additional months of service. New agreement maximum value is \$706,639.03.

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 Recitals #2:

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;

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, 166036, **and 173129**) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2019-2021 **and 2022**;

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 **September 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 **March 31, 2022**, 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 No. 159159 awarded on June 26, 2019 and IGA No. 166036 awarded on 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 required by U.S. Department of Health and Human Services, together with any and all 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 No. 159159 awarded on June 26, 2019, IGA No. 166036 awarded on May 25, 2021 **and IGA No. 173129 awarded on January 4, 2022**, 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 required by U.S. Department of Health and Human Services, together with any and all 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.

AMEND Section 4 of the Agreement:

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 Program Gambling Services (Agreement No. 159159 and 166036). The maximum, not to exceed, grant amount COUNTY will pay is **\$599,772.53**. 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: Performance 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: \$586,307.52** 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 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") 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: \$13,465.01** 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 Program Gambling Services (Agreement No. 159159 and 166036). The maximum, not to exceed, grant amount COUNTY will pay is **\$706,639.03**. 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: Performance 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: \$688,807.52** 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) (**Assistance Listing Number: 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") 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: \$17,831.51** in State funds are provided for funding of other items in the program budget.

AMEND the following table from Exhibit B: Subrecipient Program Budget:

A&D HOUSING ASSISTANCE PROGRAM				Year 1	Year 2	Total
2019-2021 BUDGET						
PERSONNEL SERVICES						
Position	Salary	Taxes & Benefits	Total Salary & Benefits			
Housing Specialist	\$ 39,000.00	\$ 7,800.00	\$ 46,800.00	\$ 46,800.00	\$ 93,600.00	
Employment Specialist	\$ 38,000.00	\$ 7,600.00	\$ 45,600.00	\$ 45,600.00	\$ 91,200.00	
Program Supervisor	\$ 8,249.00	\$ 1,649.80	\$ 9,898.80	\$ 9,898.80	\$ 19,797.60	
Site Support	\$ 8,580.00	\$ 1,716.00	\$ 10,296.00	\$ 10,296.00	\$ 20,592.00	
<i>Personnel Service Total</i>				\$ 112,594.80	\$ 112,594.80	\$ 225,189.60
FEDERAL INDIRECT - 20%				\$ 22,518.96	\$ 22,518.96	\$ 45,037.92
OPERATING EXPENSES						
Utilities			\$ 1,893.00	\$ 1,893.00	\$ 3,786.00	
Telephone			\$ 2,155.00	\$ 2,155.00	\$ 4,310.00	
Mileage & Parking			\$ 622.00	\$ 622.00	\$ 1,244.00	
<i>Operating Expenses Total</i>				\$ 4,670.00	\$ 4,670.00	\$ 9,340.00
OTHER						
Equipment Rental & Maintenance			\$ 6,745.00	\$ 6,745.00	\$ 13,490.00	
Facility Rent			\$ 10,275.00	\$ 10,275.00	\$ 20,550.00	
Supplies (Patient Care)			\$ 1,350.00	\$ 1,350.00	\$ 2,700.00	
Client Assistance			\$ 135,000.00	\$ 135,000.00	\$ 270,000.00	
<i>Other Total</i>				\$ 153,370.00	\$ 153,370.00	\$ 306,740.00
NON-FEDERAL INDIRECT - 4.26%				\$ 6,732.50	\$ 6,732.50	\$ 13,465.01
2019-2020 BUDGET TOTAL				\$ 299,886.26	\$ 299,886.26	\$ 599,772.53

TO READ:

**A&D HOUSING ASSISTANCE PROGRAM
 2019-2022 BUDGET**

			Year 1	Year 2 & 3	Total
PERSONNEL SERVICES					
Position	Salary	Taxes & Benefits	Total Salary & Benefits		
Housing Specialist	\$ 39,000.00	\$ 7,800.00	\$ 46,800.00	\$ 46,800.00	\$ 93,600.00
Employment Specialist	\$ 38,000.00	\$ 7,600.00	\$ 45,600.00	\$ 45,600.00	\$ 91,200.00
Program Supervisor	\$ 8,249.00	\$ 1,649.80	\$ 9,898.80	\$ 9,898.80	\$ 19,797.60
Site Support	\$ 8,580.00	\$ 1,716.00	\$ 10,296.00	\$ 10,296.00	\$ 20,592.00
	<i>Personnel Service Total</i>		\$ 112,594.80	\$ 112,594.80	\$ 225,189.60
	FEDERAL INDIRECT - 20%		\$ 22,518.96	\$ 22,518.96	\$ 45,037.92
OPERATING EXPENSES					
			\$ 1,893.00	\$ 1,893.00	\$ 3,786.00
			\$ 2,155.00	\$ 2,155.00	\$ 4,310.00
			\$ 622.00	\$ 622.00	\$ 1,244.00
	<i>Operating Expenses Total</i>		\$ 4,670.00	\$ 4,670.00	\$ 9,340.00
OTHER					
			\$ 6,745.00	\$ 6,745.00	\$ 13,490.00
			\$ 10,275.00	\$ 15,775.00	\$ 26,050.00
			\$ 1,350.00	\$ 1,350.00	\$ 2,700.00
			\$ 135,000.00	\$ 232,000.00	\$ 367,000.00
	<i>Other Total</i>		\$ 153,370.00	\$ 255,870.00	\$ 409,240.00
	NON-FEDERAL INDIRECT - 4.26%		\$ 6,732.50	\$ 11,099.00	\$ 17,831.51
	2019-2020 BUDGET TOTAL		\$ 299,886.26	\$ 406,752.76	\$ 706,639.03

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

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2021 for September 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by **April 15, 2022 for March 31, 2022 expenses**.

AMEND Section A of Exhibit E, Performance Reporting:

- A. In addition to **Section 4, Reporting Requirements of Exhibit H, CMHP Required Provider Agreement Provisions** and **Section 2, Performance Requirements of Exhibit I, CMHP Service Element, Reports**

shall be submitted to COUNTY no later than twenty (20) days following the end of the reporting period. SUBRECIPIENT shall submit Performance Reports per the following schedule:

Reporting Period	Report Due
July 1 – December 31, 2019	No later than January 20, 2020
January 1 – June 30, 2020	No later than July 20, 2020
July 1 – December 31, 2020	No later than January 20, 2021
January 1 – June 30, 2021	No later than July 20, 2021
July 1 – September 30, 2021	No later than October 20, 2021

Reports shall include:

- Number of individuals who have stayed in the program
- Number of individuals clean and sober
- Number of individuals who have not entered into criminal activity
- Number of individuals who have remained housed
- Number of individuals who have connected with entitlements
- Number of individuals who have found employment and/or increased their income.

TO READ:

A. In addition to **Section 4, Reporting Requirements of Exhibit H, CMHP Required Provider Agreement Provisions** and **Section 2, Performance Requirements of Exhibit I, CMHP Service Element**, Reports shall be submitted to COUNTY no later than twenty (20) days following the end of the reporting period. SUBRECIPIENT shall submit Performance Reports per the following schedule:

Reporting Period	Report Due
July 1 – December 31, 2019	No later than January 20, 2020
January 1 – June 30, 2020	No later than July 20, 2020
July 1 – December 31, 2020	No later than January 20, 2021
January 1 – June 30, 2021	No later than July 20, 2021
July 1 – September 30, 2021	No later than October 20, 2021
October 1 – December 31, 2021	No later than January 20, 2022
January 1 – March 31, 2022	No later than April 20, 2022

Reports shall include:

- Number of individuals who have stayed in the program
- Number of individuals clean and sober
- Number of individuals who have not entered into criminal activity

- Number of individuals who have remained housed
- Number of individuals who have connected with entitlements
- Number of individuals who have found employment and/or increased their income.

AMEND Section E of Exhibit E, Performance Reporting:

E. The Subrecipient must submit a final Performance Report no later than **October 20, 2021**.

TO READ:


E. The Subrecipient must submit a final Performance Report no later than **April 20, 2022**.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #02 to be executed by their duly authorized officers.

CODA, INC.



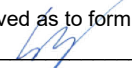
Authorized Signature Date

Alison Noice / Executive Director
Name / Title (Printed)

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Tootie Smith, Chair Date

Approved as to form: 02/10/2022


County Counsel Date