

**RESOLUTION FY 20-42**

**FY 20 Cocoon Contract Amendment**

**March 12, 2020**

**WHEREAS**, the Board and Agency entered into an agreement to provide mental health and substance use disorder services, approved as Resolution Number FY2020-16 on June 24, 2019 (“Agreement”); and

**WHEREAS**, there has been a declaration of a pandemic surrounding COVID19 and there are concerns related to providing services to Wood County’s vulnerable population; and

**WHEREAS**, preparations for sustained seclusion and necessity to serve clients throughout the duration of the event warrant action; and

**WHEREAS**, the Agency and the Board desire to amend the Agreement to extend its term and provide greater flexibility; and

**WHEREAS**, Section 17.2 of the Agreement provides that the Agreement may be amended, modified, or extended by the mutual agreement of the parties in writing to be attached to and incorporated into the Agreement; and

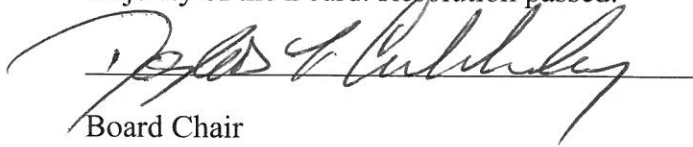
**NOW, THEREFORE**, be it resolved that the contract be amended with the following:


- A. Section 3 of the Agreement (BOARD’s Responsibilities) is stricken in its entirety and replaced with the following:
  - a. THE BOARD agrees to provide to PROVIDER a partial cash match to VOCA funds in the amount of \$245,000 in local levy funds. The maximum amount that may be paid to PROVIDER under the terms of this agreement shall be \$245,000.
  - b. THE BOARD will make monthly payments of 1/12 of \$145,000.00 as authorized by the original Agreement. The Board’s matching funds will be verified by monthly expense reports provided by PROVIDER.
  - c. THE BOARD authorizes the Executive Director to pay up to \$100,000.00 as needed after the execution of this Amendment. PROVIDER will submit monthly reports detailing the expenditures covered by the \$100,000.00. In the event any of these funds so expended are later reimbursed by any other agency such funds shall be immediately reimbursed to the BOARD.
  
- B. Section 14 of the Agreement (Termination), shall be stricken in its entirety and replaced with the following:

14. Term and Termination. This Agreement, as amended, shall remain in full force and effect until September 30, 2020. Either Party may terminate this Agreement at any time by 30 calendar days’ written notice to the other Party.
  
- C. All other terms and conditions of the Agreement shall remain unchanged.

Board Members	Yes	No	Absent	Abstain
Allan Baer	X			
Brad Biller	X			
Tonya Camden			X	
Jessica Clements	X			
Leanne Eby			X	
Judy Ennis	X			
Fred Dannhauser			X	
Marc Jensen			X	
Stan Korducki	X			
Dan Lambert	X			
Frank McLaughlin	X			
Sue Moore	X			
Hallie Nagel	X			
Corey Speweik	X			
Cary Wise			X	
Leslie Miller	X			
Rachel Moore	X			
Doug Cubberley	X			

Dan Lambert motioned to approve this resolution Rachel Moore seconded. This resolution is adopted by the majority of the Board. Resolution passed.

  
 Board Chair

  
 Date