

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #2 extending the term and increasing the value of a personal services contract with AntFarm for supportive services for youth in the rural areas of Clackamas County. Amendment value is \$783,260.12 for one year. Contract value is increased to \$1,630,706.84 for 1 year and 7 months. Funding is through budgeted County General Funds.

Previous Board Action/Review	December 7, 2023 – 20231207 II.C.2 – Original Contract Approved February 22, 2024 – 20240222 III.D.3 - Amendment #1, time extension/scope, Approved June 25, 2024 – Item briefed at Issues		
Performance Clackamas	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Amendment #2 to Contract #11299 with AntFarm for supportive services for youth in the rural areas of Clackamas County. The amendment increases the contract value by \$783,260.12 to fund an additional year of services, through June 30, 2025.

AntFarm offers strength-based and trauma informed youth and family services through skill development, access to resources, and empowerment in partnership. AntFarm supports community and youth needs through a variety of programs with specific experience in rural Clackamas County. AntFarm is adept at identifying youth and family risk factors and finding solutions for how to support families and engage young people in positive ways. For over a decade, AntFarm has worked with over 4,000 young people with programs such as the Youth Homeless Demonstration Project, Youth Experiencing Homelessness Program, and YouthVoice and Focus Groups.

Under this agreement, AntFarm provides Youth Supportive Housing Case Management/Retention (“SHCM”) services. The SHCM program assists approximately 25 youth households annually via housing navigation. Supportive housing is affordable housing combined with ongoing services that are flexible, participant-driven, not time-

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limited, and voluntary to assist youth households who are experiencing homelessness & housing instability. Case management services are dedicated to ensuring participants remain in permanent housing long-term, either through ongoing housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Funding for this amendment is provided through \$783,260.12 of budgeted County General Funds. The County General Funds are allocated to provide support services in rural Clackamas County, outside of the Urban Growth Boundary as part of repositioning strategy to meet the housing support needs of our rural communities not eligible for Supportive Housing Services funding.

RECOMMENDATION: Staff recommends the Board approve Amendment #2 to Contract #11299 with AntFarm to provide supportive services for youth in the rural areas of Clackamas County for an additional year.

Respectfully submitted,



Rodney A. Cook
Health, Housing & Human Services

**AMENDMENT # 2
TO THE CONTRACT DOCUMENTS WITH
Contract #11299**

This Amendment #2 is entered into between AntFarm (“Contractor”) and Clackamas County, on behalf of its Housing and Community Development Division (“County”) and shall become part of the Contract documents originally entered into between Contractor and Clackamas County on **December 07, 2023** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. Effective Date and Duration is hereby amended as follows:

The Contract term is extended to **June 30, 2025**. By execution of this Amendment #2, the parties have agreed to exercise the first second one-year renewal.

2. ARTICLE I, Section 3. Consideration is hereby amended as follows:

In consideration for Contractor performing Work during the extended term of this Contract, County will pay Contractor an amount not to exceed \$783,260.12. Consideration is on a reimbursement basis in accordance with the revised budget attached hereto as **Exhibit A to this Amendment #2**, and incorporated by this reference herein, and the terms and conditions of the Contract. The total Contract amount shall not exceed \$1,630,706.84.

ORIGINAL CONTRACT	\$ 760,446.72
AMENDMENT #1	\$ 87,000.00 + Scope + Time Extension
<u>AMENDMENT #2</u>	<u>\$ 783,260.12 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$ 1,630,706.84

3. ARTICLE I, Section 3. Consideration, is hereby amended to add the following:

County may, in its sole discretion, advance Contractor an amount not to exceed one sixth (1/6) of the total Contract amount (the “Advanced Funds”). Contractor may only use the Advanced Funds for purposes of paying Contractor’s eligible expenses incurred between the effective date of the Contract and when Contractor’s first monthly invoice is submitted and paid. Advanced Funds may continue to be used to pay Contractor’s eligible expenses incurred from July through March on a rolling thirty-day (30) basis to ensure Contractor may perform the Work prior to County paying Contractor’s monthly invoices. However, Contractor shall continue to invoice County during the July through March time period for eligible expenses incurred on a monthly basis, in accordance with the terms and conditions of the Contract, with the Advanced Funds being used to cover eligible expenses prior to when County reviews, approves, and pays Contractor’s monthly invoices.

Contractor shall separately account for use of the Advanced Funds on a monthly basis. The parties intend that as of April of each contract year, the Contractor shall have enough

Advanced Funds remaining to cover a substantial portion of the costs for remaining Work. As such, starting in April of each contract year, in lieu of an invoice, Contractor shall submit a monthly reconciliation statement of expenses incurred against the Advanced Funds. The reconciliation statement shall include the same information and supporting documentation as an invoice submitted pursuant to Article I, Section 4 of the Contract. The reconciliation statement shall document, to County's satisfaction, how the Advanced Funds were spent down on a monthly basis, including reimbursing Contractor for Work performed for each remaining month of the contract year (April through June).

For the month of the contract year when advanced funds are fully spent down, which is anticipated to be May or June, Contractor shall submit a final reconciliation statement that details the use of the remaining Advanced Funds, if any. If the Advanced Funds do not fully cover eligible Work performed by Contractor, Contractor shall submit an invoice for the remaining amounts owed. The invoice amount shall be reduced by the remaining Advanced Funds.

If there are any Advanced Funds remaining after the final reconciliation statement is submitted and no further amounts are owed to Contractor for Work performed, or if the Contract is terminated prior to expiration of its term for any reason, the remaining Advanced Funds must be returned to County within ten (10) business days of the termination date of the Contract.

Prior to County advancing the Contractor the Advanced Funds, Contractor must submit an advance request, in a form acceptable to the County, that details the amount of the Advanced Funds requested, the specific purposes for which the Advanced Funds will be used, and such other information as the County may require.

If the Advanced Funds is approved by the County, County will issue payment of the Advanced Funds within 30 days of approval.

Advanced funds do not increase the maximum compensation amount set forth above. Contractor shall not submit invoices for, and County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above.

The Advanced Funds are not intended to be used to expand the Work beyond the eligible expenses incurred for the thirty-day period.

Contractor's use of Advanced Funds for any purpose not expressly permitted by this Contract, or failure to return Advanced Funds in accordance with the provisions above, constitutes a misuse and is a breach of the Contract. Upon such breach, and in addition to any other right or remedy provided at law, in equity, or in this Contract, County may require Contractor to immediately repay all or a portion of the Advanced Funds, terminate the Contract, and/or reduce any pending invoice for Work performed by the amount of misused Advanced Funds.

4. **ARTICLE II. Section 1. Access to Records** is hereby deleted in its entirety and replaced with the following:

1. Monitoring/Access to Records.

- a. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- b. **Performance Monitoring.** Contractor shall comply with County's then-current performance monitoring practices for purposes of ensuring Contractor is performing the Work in accordance with the terms and conditions of the Contract. Each party shall bear their own costs and expenses incurred as a result of County's monitoring of Contractor's performance under the Contract. County's performance monitoring practices may include, but are not limited to, the following:
 - i. **Site Reviews.** County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with provider, but County may, in its sole discretion, conduct a site visit without prior notice to Contractor.
 - ii. **Performance evaluations.** County may, in its sole discretion, require additional performance evaluations in addition to those already set forth in this Contract. The additional performance evaluations may be performed through a variety of quality assurance and evaluation processes. i.e. HMIS, benchmarks, etc. Contractor must comply and cooperate with any County performance evaluation requirements to ensure County may fully evaluate Contractor's performance under this Contract.
 - iii. **Fiscal Compliance.** County may, in its sole discretion, conduct fiscal compliance reviews to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.
 - iv. **File Compliance.** County may request periodic review of client files to ensure all required documentation is completed, services are being provided as contracted and client funds are being used in accordance with the County's flex fund policy.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

ANTFARM

Clackamas County

Two Foxes Singing 06/03/2024
Authorized Signature Date

Commissioner Tootie Smith, Chair Date

Two Foxes Singing, Executive Director
Name / Title (Printed)

Approved as to Form:
LS 06/03/2024
County Counsel Date

**EXHIBIT A
BUDGET**

Budget FY 24/25		
Line Item Category	Narrative/Description <small>Please provide a detailed description of each line item</small>	Funds Requested
Supportive Housing Case Management		
Personnel		
Housing Specialists	1.5 FTE	\$102,835.20
Program Manager	1 FTE	\$76,783.62
Fringe	Benefits and Taxes	\$44,904.70
Supportive Housing Case Management Personnel Subtotal:		\$224,523.52
Program Operations - Materials and Services		
Office Supplies		\$2,000.00
Mileage		\$1,500.00
Allocated costs	Bldg rent, utilities, insurance, software	\$9,000.00
Supportive Housing Case Management Program Operation Subtotal:		\$12,500.00
Client Services - Flexible Funding		
Flex Funds	Rent, utilities, deposits, storage fees, housing supplies and supports	\$475,000.00
Supportive Housing Case Management Client Services Subtotal:		\$475,000.00
Supportive Housing Case Management Subtotal:		\$712,023.52
Indirect Administration	10%	\$71,236.60
Administration Subtotal:		\$71,236.60
Total Funds Requested:		\$783,260.12