

October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #4 to an Agency Service Agreement with  
Clackamas Women's Services for  
System Diversion, Homelessness Prevention and Rapid Re-Housing Services

<b>Purpose/Outcomes</b>	Agency will provide system diversion, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #4 increases the agreement by \$80,000 to a new total of \$480,000.
<b>Funding Source</b>	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. There are no County General Funds required.
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	The original agreement was approved March 29, 2018, BCC item #032918-A2. Amendment #1 was approved February 28, 2019, BCC item #022819-A2, Amendment #3, #120519-A4
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	Approved on 9-15-2020
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8697

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Clackamas Women's Services (CWS). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

The amendment adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$80,000 for a maximum contract value of \$480,000. There are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the Board approval of Amendment #4, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Gary Alford, H3S Deputy IFO

Richard Swift, Director  
Health, Housing and Human Services Department



**Clackamas Women's Services**

Agency Service Contract # 8697- Amendment # 4

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- b. Amendment #3, fiscal year 19-20, **and Amendment #4, fiscal year 20-21** award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed **\$480,000**.

**AMEND: SECTION IV. GENERAL CONDITIONS, PARAGRAPH B. 3 :**

Professional Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**TO ADD THE ADDITIONAL INSURANCE REQUIREMENTS:**

***3. Professional Liability. AGENCY shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits, not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY at its option, may require a complete copy of the above policy.***

***AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.***

**AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, TO INCLUDE:**

AGENCY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all program requirements, including but not limited to Exhibit D as amended, when completing Amendment #3 **and Amendment #4** work.

**AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B. INVOICING, TO INCLUDE:**

***Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$80,000 based on Exhibit C.***

***Charges for eligible services incurred prior to contract execution date, but within Amendment #4 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.***

***Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.***

**AMEND EXHIBIT C BUDGET & OUTPUT, SECTION A, BUDGET, TO READ:**

**A. BUDGET**

Total maximum compensation under this contract shall not exceed **\$480,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$480,000** EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$160,000.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$160,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019.

Total amount billed under Amendment #1 funds are as follows:

System Diversion estimated at \$40,000, reduced as bednights are billed.

Homelessness Prevention estimated at \$60,000, reduced as bednights are billed.

Rapid Re-Housing Mobile Housing Team shall not exceed \$60,000, reduced as bednights are billed.

In lieu of fully expending Amendment #1 funds outlined above for System Diversion, Homelessness Prevention and Rapid Re-Housing line items, flexibility will be allowed for AGENCY to bill COUNTY \$36.00 per person in residence per night, up to a maximum of 1,245 bednights, for a total dollar amount of \$44,820 with payments to be made as outlined in Exhibit B: Reporting Requirements. A minimum of 1,132 bednights must be billed at \$36.00 per person in residence per night rate, and all bednights may only be billed for services between April 1, 2019 to June 30, 2019.

**Clackamas Women's Services**

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Eligible costs applied to Amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020, and total amount billed shall not exceed \$80,000.

**Eligible costs applied to Amendment #4 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$80,000.**

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges on invoice submittals, and not to exceed a total amount of \$4,000 in the contract term. Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

**Minimum Spending Targets for July 1, 2019 to June 30, 2020:**

By September 30, 2019, at least 10% of the funding must be spent  
By December 31, 2019, at least 35% of the funding must be spent  
By March 31, 2020, at least 70% of the funding must be spent  
By May 15, 2020, at least 90% of the funding must be spent

**Minimum Spending Targets for July 1, 2020 to June 30, 2021:**

**By September 30, 2020, at least 10% of the funding must be spent**  
**By December 31, 2020, at least 35% of the funding must be spent**  
**By March 31, 2021, at least 70% of the funding must be spent**  
**By May 15, 2021, at least 90% of the funding must be spent**

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the

**Clackamas Women's Services**

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rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

**Budget July 1, 2020 to June 30, 2021:**

**COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.**

**AGENCY may make adjustments within the Homelessness Prevention or Rapid Re-Housing elements as follows without prior approval from COUNTY:**

- **Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.**
- **Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.**

**Budget Detail, FY20-21**

<b>Allowable Costs by Element</b>	<b>Budget</b>
<b>Homelessness Prevention, includes System Diversion</b>	
Participant rent and deposits	\$ 16,000
Other eligible client assistance	\$ 3,000
Personnel & mileage	\$ 2,000
<b>HP Total</b>	<b>\$ 21,000</b>
<b>Rapid Re-Housing, includes System Diversion</b>	
Participant rent and deposits	\$ 32,000
Other eligible client assistance	\$ 5,000
Personnel & mileage	\$ 18,000
<b>RRH Total</b>	<b>\$ 55,000</b>
<b>Administration - 5% Total</b>	<b>\$ 4,000</b>
<b>Grand Total</b>	<b>\$ 80,000</b>

**AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:**

**Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #4.**

**Pet fees and gift cards are not eligible costs.**

**AMEND EXHIBIT C, SECTION C. OUTCOMES/PERFORMANCE MEASURES, TO INCLUDE:**

*Under Amendment #4 term, at least 15 households will be served with Homelessness Prevention funds.*

*Under Amendment #4 term, at least 20 households will be served with Rapid Re-Housing funds.*

*Under Amendment #4 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date. Follow up is completed based on the client exit date in HMIS.*

**AMEND EXHIBIT D: SPECIAL REQUIREMENTS, GENERAL, TO INCLUDE:**

*AGENCY is an independent contractor and not an agent of OHCS or of County.*

**AMEND EXHIBIT E, INVOICE TEMPLATE, TO INCLUDE:**

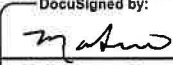
*County to provide invoice for Amendment #4 fiscal year 2020-2021 to AGENCY after contract execution.*

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

**AGENCY**

**CLACKAMAS WOMEN'S SERVICES**

By:  \_\_\_\_\_  
Melissa Erlbaum, Executive Director

9/20/2020

\_\_\_\_\_  
Date

256 Warner Milne Road \_\_\_\_\_  
Street Address  
Oregon City, Oregon 97045 \_\_\_\_\_  
City / State / Zip  
(503) 655-8600 / \_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date



October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for  
Emergency Transitional Housing Services

<b>Purpose/Outcomes</b>	Agency will provide emergency motel vouchers for 85 low-income and high-risk households during each year of funding.
<b>Dollar Amount and Fiscal Impact</b>	\$100,000 for Year 2, FY20-21
<b>Funding Source</b>	FY 20-21 Affordable Housing Services Fund
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action</b>	Grant was approved 9-12-2019 by the Board.
<b>Strategic Plan Alignment</b>	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved on 9-2-2020.
<b>Procurement Review</b>	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	9436

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services (CWS). CWS provides services for victims of domestic violence, and the funds will allow the agency to continue to administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households.

The three-year contract maximum, if the optional renewals are approved, is \$300,000. Based on the successful completion of grant outcomes during Year 1, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 2 renewal, covering July 1, 2020 to

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

June 30, 2021 in the amount of \$100,000. The funding source is County General, Affordable Housing Services Fund.

**RECOMMENDATION:**

Staff recommends the Board approval of Amendment #1, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of the Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jeffrey Alcock, H3S deputy / FOR". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing and Human Services Department

**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number 9436 Board Agenda Number TBD  
and Date October 8, 2020

Division Social Services Amendment No. 1

Contractor **Clackamas Women's Services**

Amendment Requested By Brenda Durbin, Director

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other Authorizes Year 2 extension

**Justification for Amendment:**

The County awarded a grant to Clackamas Women's Services (CWS) to provide services for victims of domestic violence, and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households. Year 1 ended on June 30, 2020.

The grant agreement with CWS provides for two (2) additional one-year optional renewals until June 30, 2022, dependent on agency performance, and with the approval of Board of County Commissioners, for a \$300,000 total contract maximum.

Based on the successful completion of grant outcomes during Year 1, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 2 renewal, covering July 1, 2020 to June 30, 2021 in the amount of \$100,000.

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.

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**AMEND ARTICLE I., Effective Date and Duration, to INCLUDE:**

***Based on Contractor's performance and outcomes of the original Grant Agreement term, County Authorizes Year 2 renewal option, covering Fiscal Year 2020-2021 in the amount of \$100,000 as outlined in Article I, #3. Consideration and Exhibit A.***

***Year 2 term covers July 1, 2020 to June 30, 2021 as outlined in Exhibit A.***


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

**AGENCY**

**CLACKAMAS WOMEN'S SERVICES**

By:

DocuSigned by:  


DocuSign Envelope ID: 7800048104  
Melissa Erlbaum, Executive Director  
9/13/2020

\_\_\_\_\_  
Date

256 Warner Milne Road  
Street Address  
Oregon City, Oregon 97045  
City / State / Zip  
(503) 655-8600 /  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Agency Services Contract with  
Northwest Family Services for  
System Diversion, Homelessness Prevention, and Rapid Re-Housing Services

<b>Purpose/Outcomes</b>	Agency will provide system diversion, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 increases the agreement by \$46,000 to a new total of \$138,000.
<b>Funding Source</b>	State of Oregon Housing and Community Services, Department, Emergency Housing Assistance funds. There are no County General Funds required.
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	Approved on 9-15-2020
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8956

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Family Services (NWFS). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

Amendment #2 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$46,000 for a maximum contract value of \$138,000. There are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the Board approval of Amendment #2, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



*Richard Swift, H3S Deputy / FOR*

Richard Swift, Director  
Health, Housing and Human Services Department

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 8956 Board Agenda Number TBD  
and Date October 8, 2020

Division Social Services Amendment No. 2

Contractor Northwest Family Services

Amendment Requested By Brenda Durbin, Director

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other \_\_\_\_\_

**Justification for Amendment:**

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

Amendment #2 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funding from OHCS. Maximum compensation is increased by \$46,000 for a maximum contract value of \$138,000. There are no County General Funds required.

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.

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**AMEND: SECTION II. COMPENSATION AND RECORDS, PARAGRAPH A:**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$92,000 as described in Exhibit C: Budget & Output.
  - b. Amendment #1, fiscal year 19-20 award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed \$92,000.

**TO READ:**

- B. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of **\$138,000** as described in Exhibit C: Budget & Output.
  - b. Amendment #1, fiscal year 19-20 **and Amendment #2, fiscal year 20-21**, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed **\$138,000**.

**Northwest Family Services**

Agency Service Contract # 8956-- Amendment # 2

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**AMEND: SECTION IV. GENERAL CONDITIONS, PARAGRAPH B. 3 TO READ:**

**3. Professional Liability.** AGENCY shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits, not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY at its option, may require a complete copy of the above policy.

AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B. INVOICING TO INCLUDE:**

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$46,000 based on Exhibit C.

Charges for eligible services incurred prior to contract execution date, but within Amendment #2 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

**AMEND EXHIBIT C, SECTION A. BUDGET:**

**A. BUDGET**

Total maximum compensation under this contract shall not exceed \$92,000.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of \$46,000 EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$46,000.



## Northwest Family Services

Agency Service Contract # 8956– Amendment # 2

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Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$46,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing Mobile Housing Team shall be from July 1, 2019 to June 30, 2019.

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges on invoice submittals, and not to exceed a total amount of \$2,300 in the contract term. Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets:

By December 31, 2019, at least 10% of the funding must be spent

By March 31, 2020, at least 55% of the funding must be spent

By May 15, 2020, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

### TO READ:

#### A. BUDGET

Total maximum compensation under this contract shall not exceed **\$138,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$138,000** EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$46,000.

**Northwest Family Services**

Agency Service Contract # 8956– Amendment # 2

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Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$46,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020.

**Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #2 award, shall not exceed \$46,000. Eligible costs applied to Amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021.**

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges **(based on participant rent and deposits, other eligible client assistance, and personnel & mileage)** on invoice submittals, and not to exceed a total amount of \$2,300 in the **July 1, 2019 to June 30, 2020 Amendment #1 term and a total amount of \$2,300 in the July 1, 2020 to June 30, 2021 Amendment #2 term.** Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

**Minimum Spending Targets for July 1, 2019 to June 30, 2020:**

By December 31, 2019, at least 10% of the funding must be spent

By March 31, 2020, at least 55% of the funding must be spent

By May 15, 2020, at least 90% of the funding must be spent

**Minimum Spending Targets for July 1, 2020 to June 30, 2021:**

**By December 31, 2020, at least 10% of the funding must be spent**

**By March 31, 2021, at least 55% of the funding must be spent**

**By May 15, 2021, at least 90% of the funding must be spent**

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for

**Northwest Family Services**

Agency Service Contract # 8956– Amendment # 2

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funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

**Budget July 1, 2020 to June 30, 2021:**

**COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.**

**AGENCY may make adjustments within the Homelessness Prevention or Rapid Re-Housing elements as follows without prior approval from COUNTY:**

- **Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.**
- **Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.**

**Budget Detail, FY20-21**

<b>Allowable Costs by Element</b>	<b>Budget</b>
<b>Homelessness Prevention, includes System Diversion</b>	
Participant rent and deposits	\$ 10,000
Other eligible client assistance	\$ 4,700
Personnel & mileage	\$ 11,500
<b>HP Total</b>	<b>\$ 26,200</b>
<b>Rapid Re-Housing, includes System Diversion</b>	
Participant rent and deposits	\$ 4,500
Other eligible client assistance	\$ 1,500
Personnel & mileage	\$ 11,500
<b>RRH Total</b>	<b>\$ 17,500</b>
<b>Administration - 5% Total</b>	<b>\$ 2,300</b>
<b>Grand Total</b>	<b>\$ 46,000</b>

**AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:**

**Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #2.**

**Pet fees and gift cards are not eligible costs.**



October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #3 to an Agency Service Agreement with  
Northwest Housing Alternatives, Inc. for  
System Diversion and Rapid Re-Housing Services

<b>Purpose/Outcomes</b>	Agency will provide system diversion and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 increases the agreement by \$120,000 to a new total of \$540,000.
<b>Funding Source</b>	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. There are no County General Funds required.
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	The original agreement was approved March 29, 2018, item 032918-A1. Amendment #1, 2-28-19, item 022819-A3, Amendment #2, 11-7-2019, item 110719-A2.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	Approved on 9-15-2020
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8696

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Housing Alternatives, Inc (NHA). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

The amendment adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$120,000 for a maximum contract value of \$540,000. There are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the Board approval of Amendment #3, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature in blue ink that reads "Richard Swift, H3S Deputy / For".

Richard Swift, Director  
Health, Housing and Human Services Department



**AMEND: Section IV. GENERAL CONDITIONS, paragraph B. 3 :**

Professional Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**TO ADD THE ADDITIONAL INSURANCE REQUIREMENTS:**

***3. Professional Liability. AGENCY shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits, not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY at its option, may require a complete copy of the above policy.***

***AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.***

**AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, TO INCLUDE:**

AGENCY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all program requirements, including but not limited to Exhibit D as amended, when completing **Amendment #3** work.



**AMEND EXHIBIT B, REPORTING REQUIREMENTS, INVOICING, to INCLUDE:**

***Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$120,000 based on Exhibit C.***

***Charges for eligible services incurred prior to contract execution date, but within Amendment #3 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.***

***Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.***

**AMEND EXHIBIT C BUDGET & OUTPUT, SECTION A, BUDGET, TO READ:**

A. BUDGET

Total maximum compensation under this contract shall not exceed **\$540,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$540,000** EHA funds as specified below:

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #1 funds for Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges ***(based on participant rent and deposits, other eligible client assistance, and personnel & mileage)*** on invoice submittals and not to exceed a total amount of \$6,000 in the ***July 1, 2019 to June 30, 2020 Amendment #2 term and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 Amendment #3 term.*** Administration is not in addition to grant award.

***Eligible costs applied to Amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.***

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

***Minimum Spending Targets for July 1, 2019 to June 30, 2020:***

By September 30, 2019, at least 10% of the funding must be spent  
By December 31, 2019, at least 35% of the funding must be spent  
By March 31, 2020, at least 70% of the funding must be spent  
By May 15, 2020, at least 90% of the funding must be spent

***Minimum Spending Targets for July 1, 2020 to June 30, 2021:***

***By September 30, 2020, at least 10% of the funding must be spent***  
***By December 31, 2020, at least 35% of the funding must be spent***  
***By March 31, 2021, at least 70% of the funding must be spent***  
***By May 15, 2021, at least 90% of the funding must be spent***

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

**Budget July 1, 2020 to June 30, 2021:**

***COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.***

***AGENCY may make adjustments within the System Diversion or Rapid Re-Housing elements as follows without prior approval from COUNTY:***

- ***Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.***

- *Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.*

**Budget Detail, FY20-21**

Allowable Costs by Element	Budget
<b>System Diversion</b>	
Participant rent and deposits	\$23,761
Other eligible client assistance	\$2,483
Personnel & mileage	\$12,031
<b>System Diversion Total</b>	<b>\$38,275</b>
<b>Rapid Re-Housing</b>	
Participant rent and deposits	\$42,839
Other eligible client assistance	\$ 5,517
Personnel & mileage	\$ 27,369
<b>RRH Total</b>	<b>\$75,725</b>
<b>Administration - 5%</b>	<b>\$ 6,000</b>
<b>Total</b>	<b>\$ 120,000</b>

**AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:**

*Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #3.*

*Pet fees and gift cards are not eligible costs.*

**AMEND EXHIBIT C BUDGET & OUTPUT, TO INCLUDE:**

*Under Amendment #3 term, at least 9 households will be served with System Diversion funds.*

*Under Amendment #3 term, at least 10 households will be served with Rapid Re-Housing funds.*

*Under Amendment #3 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date. Follow up is completed based on the client exit date in HMIS.*



October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Construction Contract between Clackamas County and  
D&D Concrete and Utilities, Inc. for the  
SE Sandy ADA Ramps Improvements Project**

<b>Purpose/ Outcome</b>	The Construction Contract with D&D Concrete and Utilities Inc. is for construction services for the SE Sandy ADA Ramps Improvements Project. The work will consist of working with the City of Sandy for demolition of existing corners, installing more than 40 new ADA Ramps within Sandy, Oregon.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant funds for \$140,000. The City of Sandy will provide an estimated \$28,100 dollars for construction funds. Total estimated total construction cost of \$168,100 dollars.  <b>No County General Funds will be used for this project.</b>
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds
<b>Duration</b>	October 2020 through January 2021, Planned Construction Schedule.
<b>Previous Board Action/ Review</b>	CDBG Action Plan May 2, 2019 Intergovernmental Agreement Amendment June 11, 2020
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	This Construction Contract was rev. 1. Date of Counsel review: August 4, 2020 2. N.B.
<b>Procurement Review</b>	Was the item processed through Procurement? No. This Construction Contract is Federally Funded.
<b>Contact Person(s)</b>	Mark Sirois – CD Manager: 503-650-5664
<b>Contract No.</b>	H3S 9871

**BACKGROUND:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with D&D Concrete and Utilities Inc. for the SE Sandy ADA Ramps Improvements Project. The Construction Contract determines the roles of D&D Concrete and Utilities Inc. and the County regarding contract administration, project management, and City of Sandy engineering during project construction.

**RECOMMENDATION:** We recommend the approval of this Construction Contract with D&D Concrete and Utilities, Inc., and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



*Richard Swift, HHS Deputy / FOR*

Richard Swift, Director  
Health, Housing and Human Services



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and D&D Concrete and Utilities, Incorporated, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **Sandy SE ADA Ramps Improvements Project**  
Location: **SE Sandy Area**

### 1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **One Hundred Sixty Eight Thousand One Hundred Dollars (\$168,100.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (01/01/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addendum No. 1 – August 18, 2020
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

### 2. Representatives.

Contractor has named Don Neinke as its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Steve Kelly as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

### 3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide

a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive: Don Neinke/ 541-589-3006** shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager: Corbin Pierce/ 503-201-0139** shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent: MGH Pierce/ 503-936 2431** shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer: N/A** shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed/ September TBD \_\_\_ 2020

SUBSTANTIAL COMPLETION DATE: 75 Days from Notice to Proceed/ November TBD \_\_\_ 2020

FINAL COMPLETION DATE: 85 Days from Notice to Proceed/ December TBD \_\_\_ 2020

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County Community Development Division as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [stevekel@clackamas.us](mailto:stevekel@clackamas.us)

#### **6. Tax Compliance.**

Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

#### **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.



## **8. Required Terms.**

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

## **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

## **11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities. Liquidated Damages shall be \$750.00 per Calendar day if the actual Substantial Completion exceeds the required date of Substantial Completion, and \$750.00 per Calendar day if the actual Final Completion exceeds the required date of Final Completion.





**Richard Swift**  
*Director*

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Contract Amendment #1 with CHG Medical Staffing, Inc for  
Physician Locum Tenens Staffing Services

<b>Purpose/Outcome</b>	To provide temporary Physician Staffing for CCHCD clinics that service community members.
<b>Dollar Amount and Fiscal Impact</b>	The original contract value was for \$50,000. Amendment #1 is for an additional \$300,000 for a total not to exceed \$350,000.
<b>Funding Source</b>	No County general funds are involved. Funding source is Fee for Service revenue.
<b>Duration</b>	The amendment extends the contract expiration date to November 30, 2020.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. Date of Counsel review: 9/23/2020 2. Initials of County Counsel performing review: ARN
<b>Procurement Review</b>	Was the item processed through Procurement? yes X no <input type="checkbox"/> If no, provide brief explanation:
<b>Contact Person</b>	Deborah Cockrell, Health Center Director 503-742-5495
<b>Contract No.</b>	H3S 9698 / County 3199

**Background:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of amendment #1 to the Professional Service Agreement with CHG Medical Staffing for temporary physician staff. This agreement is used to fill provider vacancies until a permanent hire can be made.

A contract in the amount of \$50,000 was put in place on May 13<sup>th</sup>, 2020 so that we would have provider coverage until the RFP could be completed. The need for these services was beyond what was anticipated, resulting in the entire \$50,000 being used by July 10<sup>th</sup>, 2020. The demand for these services depends on provider vacancy which is hard to predict. Prior to May 2020 the last locum we had was in September 2019. We did not anticipate needing two locums for such a long period of time. Currently the expenses for provider coverage is resulting in a weekly expense of approximately \$13,000.

This amendment is critical to allow us to continue to provide quality care to our patients and maintain clinic revenue. The expense includes the locum rate as well as housing when applicable.

*Healthy Families. Strong Communities.*

Page 2 Staff Report  
April 21, 2020  
Agreement #9698\_01

**Procurement Process:**

The original contract was for a direct purchase for physician locum services in the amount of \$50,000 while an RFP was being solicited. Because of COVID, the RFP was delayed and is currently in the evaluation processes with an anticipated award of no later than October 15, 2020.

**Recommendation:**

Staff respectfully recommends that the Board approve this Amendment #1 with CHG Medical Staffing, Inc.

Sincerely,

Richard Swift, Director  
Health, Housing, and Human Services

**AMENDMENT #1**  
**TO THE CONTRACT DOCUMENTS WITH CHG MEDICAL STAFFING, INC., DBA**  
**COMPHEALTH FOR PHYSICIAN LOCUM TENENS STAFFING SERVICES**  
**Contract #3199 / H3S Contract# 9698**

This Amendment #1 is entered into between **CHG Medical Staffing Inc., dba CompHealth** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **May 13, 2020** (“Contract”).

The Purpose of this Amendment #1 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 termination date is hereby changed from September 30, 2020 to **November 30, 2020**.
  
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
 County has utilized vendor for more hours than originally anticipated, incurring additional fees together with the associated travel and temporary housing costs. As a result, County is authorizing an additional **\$300,000.00** for compensation. The total contract compensation shall not exceed \$350,000.00.

ORIGINAL CONTRACT	\$ 50,000.00
<u>AMENDMENT #1</u>	<u>\$ 300,000.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 350,000.00</b>

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 #1, effective upon the date of the last signature below.

**CHG Medical Staffing, Inc.**  
**Db a CompHealth**

**Clackamas County**

\_\_\_\_\_  
 Authorized Signature                      Date

\_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Recording Secretary

\_\_\_\_\_  
 Date

**Approved as to Form:**

\_\_\_\_\_  
 County Counsel    Date