

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an amendment to update the scope of work, extend the term, and increase the value of a personal services contract with Clackamas Service Center, Inc. for site-based outreach and engagement services and on-call emergency services. Amendment value is \$298,853.47 for one year. Agreement value increased to \$775,502.47 for 2 years and 8 months. Funding is through Supportive Housing Services Measure Funds. No County General Funds are involved.

Previous Board Action/Review	11/03/2022 – 20221103 I.A – Original Contract #10825 and assignment to the County approved 2/27/2023 – Amendment #1-No Cost change to the scope 7/20/2023 – Amendment #2- Extend term and expand scope June 25, 2024 – Briefed at Issues		
Performance Clackamas	1.This funding 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	Yes
Contact Person	Vahid Brown	Contact Phone	971-334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division, Health, Housing & Human Services requests approval of Amendment #3 to the personal services contract with Clackamas Service Center to update the scope of work, increase the contract value by \$298,853.47, and extend the term of the contract through June 30, 2025.

Clackamas Service Center, Inc. (CSC) is a nonprofit agency that provides an array of services including meals, groceries, access to hot showers, mail access, clothing, connections to health providers, referrals to benefits and resources, and other serves, in addition to being an entry point for Coordinated Housing Access (CHA). They partner with several local agencies for resource connection and service coordination to serve people experiencing homelessness and those who are imminently at risk of experiencing homelessness.

This amendment will continue the current supportive services that Clackamas Service Center provides through site-based outreach and engagement and short-term financial assistance for households experiencing or at risk of experiencing homelessness. Continued funding will also be used for a 0.25 FTE administrative staff that will assist with administering client services funds, data entry,

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and program reporting. Their direct outreach methods will incorporate the ongoing provision of necessary supplies and goods, flex fund use, reduction of housing barriers, and partnering with housing providers to connect participants to permanent housing resources. There is a continued need for these crucial services to support the County's most vulnerable residents and this amendment will ensure services are available for an additional year and also updates the scope of work to add clarity to the outcomes, benchmarks, and contract performance monitoring process.

Funding for the amendment is through \$298,853.47 in Supportive Housing Services funding. No County General Funds are involved.

RECOMMENDATION: Staff respectfully recommend that the Board approve Amendment #3 to contract #10825 with Clackamas Service Center, Inc. to provide outreach and engagement services and on-call emergency services for an additional year.

Respectfully submitted,



Rodney A. Cook
Health, Housing & Human Services

**AMENDMENT # 3
TO THE CONTRACT DOCUMENTS WITH
CLACKAMAS SERVICE CENTER, INC.
Contract # 10825**

This Amendment #3 is entered into between **Clackamas Service Center, Inc.** (“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 the Housing Authority of Clackamas County on **November 3, 2022** (“Contract”).

The Purpose of this Amendment #3 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 #3, the parties have agreed to exercise the second one-year renewal.

2. **ARTICLE I, Section 2. Scope of Work** is hereby amended as follows:

Contractor will perform Work during the extended term of the Contract, as amended and further described in **Exhibit A to this Amendment #3**, attached hereto and incorporated by this reference herein.

3. **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 \$298,853.47. Consideration is on a budget reimbursement basis in accordance with the revised budget attached hereto as **Exhibit B to this Amendment #3**, and incorporated by this reference herein, and the terms and conditions of the Contract. The total Contract amount shall not exceed \$775,502.47.

ORIGINAL CONTRACT	\$ 186,500.00
AMENDMENT #1	\$ 0 (Change in Scope Only)
AMENDMENT #2	\$ 290,149.00 (Funding + Time Extension)
AMENDMENT #3	\$ 298,853.47 (Additional Scope/Funding)
TOTAL AMENDED CONTRACT	\$ 775,502.47

4. **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.

5. **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 #3, effective upon the date of the last signature below.

Clackamas Service Center, Inc.

Clackamas County

Jill A Orr 05/24/2024
Authorized Signature Date

Jill Orr, Executive Director
Printed Name

Commissioner Tootie Smith, Chair Date

Approved as to Form:
LS 05/28/2024
County Counsel Date

**EXHIBIT A TO THIS AMENDMENT #3
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Outreach and Engagement: Program Design

Contractor will provide supportive services through site-based outreach and engagement to people entering their designated location using their array of basic need services. Contractor's direct outreach methods will incorporate the provision of safety on the street's resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. Contractor will participate in or facilitate "warm hand off", connections to shelter, housing navigation, and rental assistance resources.

This program will work with the Clackamas County Housing Services Team (HST) Outreach and Engagement (O&E), Safety off the Streets (SoS), Navigation (NAV), and Supportive Housing Case Management (SHCM) Program planners to provide engagement, problem solving, matching, warm hand-offs to services, re-location assistance and support as needed.

All referrals for Outreach and Engagement will come from ongoing community interaction, Coordinated Housing Access (CHA), street outreach programs, and through coordination with HST staff and the by name list (BNL). Outreach must be prioritized for the people with the highest safety and health vulnerabilities (and their household members). The contractor will work with the HST to establish and/or approve prioritization policies. These services will be restricted to within the Metro jurisdictional boundary.

The program will assist no less than 200 households, this includes contacts and full engagement of services. Contacts are considered brief with some funding being spent on individual services or supplies. Full engagement includes ongoing frequent documented contact with households and a connection to long term housing services or resources

Housing First Aid/diversion, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Aid/diversion training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) outreach efforts, and collecting information for the Built for Zero initiative are required as an outreach and engagement provider. Built for Zero is an initiative led by national non-profit Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally. Contractor will provide HST with information regarding the days and times during which their outreach services will be readily available.

Contractor must provide connections to housing navigation and supportive housing case management services, rental assistance resources, complete CHA screening, and all required Homeless Management Information System (HMIS) data entry. Services offered by Contractor must be voluntary for participants and must be based on participants' stated needs and

preferences. However, Contractor may set policies and expectations for participants to follow when accessing outreach and engagement services. Reference available HST guidance and procedures for non-engagement of individuals, coverage, safety, and partnerships. When exit to a housing resource is not an option, please connect individual to other safety on the street's resources if available.

Contractor will communicate in a timely manner to HST and engage participants any changes in operations or schedule that may affect the previously established days and times when their services will be available to the community.

Services offered must include, but are not limited to:

- Provision of safety on the streets resources (e.g., food, survival gear, toiletries)
- Assistance in identification and removal of barriers to permanent housing placement
- Completion of CHA assessment as soon as possible upon engagement
- Information about and assistance in connecting to mainstream services and benefits (e.g., SNAP, Oregon Health Plan enrollment, behavioral health day centers, food pantries)
- Build trusting relationships with participants
- Housing First Aid/diversion: All people will be offered Housing First Aid or rapid resolution conversation
- Assistance obtaining appropriate documents to access housing, employment, and other needed services, with consideration for the needs of immigrant/vulnerable populations.
- Individualized resource referral and connection, including mental and physical health, as needed.
- Outreach, including to pre-identified people on by-name list, with the goal of connecting to longer-term housing resources and/or shelter.
- If participant is unable to engage semi-independently, support timely transition to higher level of care or long-term residential treatment programs.
- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions

In addition to the above, Contractor agrees to accomplish the above work under the following terms:

- Utilize a trauma informed approach, including techniques outlined in the Guiding Principles and Expectations below.
- Actively participate in training, coordination, case conferencing and other meetings as required by HST. Including participation in city/community outreach meetings within service area.
- Maintain active communication with HST Program Planner, including but not limited to ongoing communications regarding best practices, HST program policies, information tracking, and participant trends or issues.
- Target highly visible or heavily used service sites for outreach or as assigned by HST

- Document and certify eligibility of each adult household member as either Population A or Population B, in accordance with Exhibit F.
- Outreach and Engagement may not categorically exclude persons fleeing domestic violence.
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible. See program coordinator for additional policy support.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines.

Outreach and Engagement Goals and Benchmarks

Outcome	Goal	Data Source
Data Completeness	95% of data quality across all HMIS data elements within 10 business days of contact	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Housing Stability	On avg, the amount of time from 1 st contact to program engagement will no more than 30 days.	HMIS
Effective Services	Make 1 st effort at contact with people referred from by name list within an avg of 5 business days. Complete CHA assessment/BNL entries of newly homeless within 3 days of engagement Contact made with at least 200 households within the 1 st 12 months of contract 50% of participants with at least 1 contact will fully engage in services 90% of eligible service area has adequate outreach coverage	HMIS GIS Tool
Ending Homelessness	At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with contractor services.	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams app) /Sign in sheets

Benchmarks and Timeline:

1. Hire 100% of staff within 90 days of execution of this Amendment #3.
2. Complete HMIS training for at least one staff member within 90 days of contract execution.
3. All program staff to complete Housing First Aid/Diversion training within 180 days of contract execution.

4. Submit contractor program manual and grievance policy within 180 days of contract execution. Grievance policy must be provided to all clients at intake and as requested.
5. Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
6. Staff will participate in BNL Case Conferencing within 30 days of being hired
7. Staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

- First time missing a benchmark/not making progress on goals
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark/not making progress on goals
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark/not making progress on goals
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. Contractor is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

HST Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support Contractor in creating policy manual, as needed
4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Aid/diversion training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
8. Connect all contracted programs with the overall system of services for people experiencing homelessness
9. Support both formal and informal partnerships between provider organizations, including those newly formed
10. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care

- e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer Support
11. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
 12. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
 13. Assist with program access prioritization, as needed
 14. Incorporate participant voice in programming decisions
 15. Maintain effective working relationships with contracted providers
 16. Attend training and community/systems meetings
 17. Provide or assist with creation of necessary participant/program forms
 18. Support Contractor in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across contracted providers.
 19. Coordinate with Contractor to participate in by-name-list case conferencing meetings
 20. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

Contractor Reporting Responsibilities:

1. Adhere to all data reporting requirements stated in Article II, Section 31 of the contract.
2. Work with HST to continually improve on performance targets
3. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
4. Prepare an annual participant feedback report
5. Submit to monitoring for contract compliance

HST Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Work with Contracted providers to continually improve on performance targets
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with Contractor
7. Monitor for contract compliance

Contractor will be required to follow all County policies including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

**EXHIBIT B TO THIS AMENDMENT #3
BUDGET**

Budget FY 24/25		
Line Item Category	Narrative/Description	Funds Requested
Outreach and Engagement		
Personnel (includes taxes, workers comp, benefits)		
Program Director	Approximately 0.40 FTE	\$34,520.00
Day Services Manager	Approximately 0.05 FTE	\$3,851.00
Housing Specialist	Approximately 0.80 FTE	\$56,135.00
Business/Finance Administrator (new role)	Approximately .25 FTE	\$18,169.00
Personnel Subtotal:		\$112,675.00
Program Operations - Materials and Supplies		
Program Expense Operations	gas milege, postage & shipping, envelopes, paper, flyers, ink,	\$8,828.00
Program Operations - Materials and Supplies Subtotal:		\$8,828.00
Client Services		
Flex Funds	Funds for 1 year of periodic rent assistance, utilities	\$150,000.00
Client Services Subtotal:		\$150,000.00
Indirect Administration		
Indirect Administration	accounting/bookeeping services	\$27,350.47
Indirect Subtotal:		\$27,350.47
Outreach and Engagement Total:		\$298,853.47
Total Budget:		\$298,853.47