

June 15, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 expanding the scope of work, extending the term, and increasing the funding to a personal services contract with Up and Over, LLC for mobile and/or site-based outreach & engagement, housing navigation, supportive housing case management and on-call emergency services. Amendment value is \$828,040.09 for 1 year, agreement value is increased to \$1,150,643.09 for 1.6 years. Funding is through Supportive Housing Services Measure Funds. No County General Funds are involved.

Previous Board Action/Review	December 01, 2022 – 20221201 I.C Briefed at Issues – June 20, 2023		
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	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971)332-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division, Health, Housing & Human Services requests approval of Amendment #1 with Up and Over, LLC to expand the contract’s scope of work, extend the term through June 30, 2024, and increase the contract value.

Up and Over is a culturally specific community-based agency providing and advocating for the basic needs of people and families who are homeless or at risk of becoming homeless. Up and Over primarily serves Black and Brown individuals over 18 years of age with mental and/or physical disabilities. The agency currently provides outreach and engagement services to connect residents actively experiencing homelessness with shelter and services. It also

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provides on-call emergency services and supportive housing case management to help previously homeless residents remain in housing.

Amendment #1 adds much needed capacity to Up and Over's existing outreach and supportive housing case management services. This amendment provides funding for additional staff, client assistance funds to overcome housing barriers, and funds for subcontracted services to support program participants with mental health and substance use disorders.

This amendment will increase Up and Over's outreach capacity from 120 households to 300 households, support the current caseload of 35 households with additional mental and behavioral health supportive services, and expand their programming to include housing navigation and placement for at least 30 new households. Through this integrated programming, Up and Over staff will be able to connect with those experiencing or at risk of experiencing homelessness through outreach, assist them with their housing search, and then provide ongoing case management to ensure they remain stably housed, providing the fully lifecycle of services for many program participants.

The Supportive Housing Services Measure-funded programming is committed to supporting and growing smaller and culturally-specific community-based agencies like Up and Over. To further this commitment, Amendment #1 also adds new administrative support for Up and Over to ensure they have the necessary internal infrastructure to operate sustainably and grow to serve Clackamas County residents in need for years to come.

RECOMMENDATION: Staff respectfully recommend the Board approve Amendment #1 to Contract #10885 between Up and Over, LLC. and Clackamas County to provide mobile and/or site-based outreach & engagement, housing navigation, supportive housing case management and on-call emergency services for Clackamas County residents experiencing homelessness.

Respectfully submitted,

Rodney A. Cook

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Health, Housing & Human Services

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH UP AND OVER, LLC FOR HOUSING
NAVIGATION AND PLACEMENT/SUPPORTIVE HOUSING CASE MANAGEMENT
SERVICES
Contract #10885**

This Amendment #1 is entered into between **Up and Over, LLC** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents originally entered into between Contractor and the Housing Authority of Clackamas County on December 01, 2022. (“Contract”).

The Contract was originally procured through a tri-county joint procurement. The solicitation requested proposals for the Work to be performed over a three-year period, with the original Contract initially for the first year. The parties now wish to amend the Contract to allow Contractor to perform the Work for the one additional year. As such, 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 June 30, 2023 to **June 30, 2024**.

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

Contractor shall perform the additional Work during the extended term of the Contract, as further described in **Exhibit A** to this Amendment #1, 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 Eight Hundred Twenty-Eight Thousand and Forty Dollars and Nine Cents (\$828,040.09), as set forth in the amended budget attached hereto as Exhibit C to this Amendment #1. Consideration rates are on a reimbursement basis in accordance with the Contract.

ORIGINAL CONTRACT	\$ 322,603.00
<u>AMENDMENT #1</u>	<u>\$ 828,040.09 + TIME</u>
TOTAL AMENDEED CONTRACT	\$ 1,150,643.09

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.

Up and Over, LLC



Authorized Signature

05/30/2023

Date

Javonnie Shearn / Program Director

Name / Title (Printed)

154529292

Oregon Business Registry #

LLC / Oregon

Entity Type / State of Formation

CLACKAMAS COUNTY

Chair, Tootie Smith
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Commissioner, Ben West

Tootie Smith, Chair Date

Approved as to Form:



County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist households with moving into permanent housing within the Metro jurisdictional boundaries and provide a warm hand-off to a supportive housing case manager assigned to each household. Agencies with capacity can provide both navigation, placement, and supportive housing case management to ensure continuity of care. This program will maintain a navigator to participant ratio of 1:10 at all times. The program will provide 1 FTE with a revolving capacity to assist approximately 10 households at a time. Contractor must report revolving capacity at least monthly to the HST Navigation Program Coordinator.

This program will provide connections with long term supportive services and help navigate the housing placement process following a Housing First model. This program will work with the HST Navigation (NAV), Outreach and Engagement and Safety off the Streets (O&E/SoS) and Supportive Housing Case Management (SHCM) Program Coordinators to provide engagement, problem solving, matching, warm hand-offs to services, and re-location assistance and support as needed. Allowing for up to 120 days from housing navigation program entry to housing placement, with the goal that most households are served with navigation and placement within 90 days, contractor will move not less than approximately 10 households into permanent housing every four months, or approximately 30 households per year. There is no limit; therefore, the program may serve more households with navigation services in a given year.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible. Contractor will engage collaboratively with the HST, community groups, and other housing organizations to creatively support client needs related to housing.

Referrals for housing navigation will come primarily from the By-name-list through regular case conferencing and matching meetings. Referrals may also come directly through street outreach or from emergency shelter programs, as assigned by O&E/SoS and NAV Program Coordinators.

Navigation case managers must maintain contact with 100% of participants, check in at least weekly, and document activities and needs related to housing clients. Multiple, progressive efforts will be made to engage each household in a housing search plan. If program staff are unable to make contact over the course of 30 consecutive days, report the delay to the O&E/SoS Program Coordinator to assist with engagement strategies. If a household does not find permanent housing or chooses not to engage with housing navigation and placement services, this program will work with O&E/SoS Program Coordinator to engage in Housing First Aid, harm-reduction conversations.

Housing navigation and placement must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending housing orientations and responding to program requirements to secure long-term rent assistance.

- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.
- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

Housing Navigation & Placement Program Goals and Benchmarks:

Outcome	Goal	Data Source
Data Accuracy	95% data completeness in HMIS	HMIS
Housing Navigation	House at least 85% of households matched with the program within 120 days of receiving a housing subsidy; house at least 60% within 90 days.	HMIS
Capacity	Maintain 90% capacity at all times starting 90 days post contract execution.	HMIS and Matching Report
System Efficiency	Utilize RLRA extensions for fewer than 20% of clients.	Yardi

To maintain progress towards program success, contractor must meet the following benchmarks:

Timeline:

- Hire 100% of staff within 90 days of contract execution
- Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
- Enroll 90% capacity for each FTE within 90 days of hiring
- Each FTE must place at least 8 household into housing within 120 days of Contract execution
- Complete HMIS training within 90 days of hiring

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.

Health, Housing & Human Services HST 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, including sharing examples among Contracted providers.
4. Provide semi-annual “data progress reports” pulled and analyzed from HMIS, including equity data.
5. Provide HMIS access, training, and support.
6. Provide connections to CHA and Housing First Aid/diversion training.
7. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed.
8. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings.
9. Connect all contracted programs with the overall system of services for people experiencing homelessness.
10. Support both formal and informal partnerships between provider organizations, including those newly formed.
11. 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 Disorder treatment.
12. Identify unmet needs, gaps in services and system barriers and address these with the system of providers.
13. Provide case staffing, either in a group of service provider peers or one-on-one, as needed.
14. Assist with program access prioritization, as needed.
15. Incorporate participant voice in SHS programming decisions.
16. Maintain effective working relationships with contracted providers.
17. Attend training and community/systems meetings.
18. Provide or assist with creation of necessary participant/program forms.
19. 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.
20. Coordinate with Contractor to participate in by-name-list case conferencing meetings.
21. Apply the process as outlined in the Benchmark section described above.

Reporting Requirements

Contractor will:

1. Adhere to all data reporting requirements stated in Article II, Section 31 of the contract.

2. Complete narrative sections of semi-annual “progress reports” within 30 days of receipt
3. Semi-annual “progress reports” will include, at a minimum, but not limited to the following data categories:
 - a. HMIS data quality: % missing
 - b. Participant demographic data, including race and ethnicity.
 - i. When possible, data points listed below will include a breakdown of demographic characteristics related to race and ethnicity.
 - c. Average cost per household served (successfully and total)
 - d. Program-specific elements
 - i. Number of households served.
 - ii. Average length of time searching for housing
 - iii. Average flexible spending cost per household served.
 - iv. Average length of Homelessness across households served.
 - v. Number of households exited with a permanent housing placement.
 - vi. Percent of households requesting an RLRA extension
 - e. Narrative responses to questions
 - i. What are some unexpected challenges you faced or strengths you have discovered as an agency? (Consider including participant success stories)
 - ii. How is your agency working towards ensuring low-barrier programming? Have you seen a need to adjust services to make them more accessible?
 - iii. Please explain how you have been leading with race while reducing homelessness overall in the community.
 - iv. Has your agency made progress toward “building connections and coordinating with multiple systems of care to build a community of resources, easily accessible to all”? If yes, please describe how the need for the new connection was identified and the process of building the connection.
4. Work with HST to continually improve on performance targets.
5. Conduct post-program-exit follow-up assessments at 6- and 12-months post-exit.
 - i. Enter the results into HMIS.
6. Prepare an annual participant feedback report.
7. Submit to monitoring for contract compliance.

**EXHIBIT C
PERSONAL SERVICES CONTRACT
BUDGET**

FY 23/24 Budget		
Line-Item Category	Narrative/Description	Funds Requested
Outreach and Engagement		
Personnel		
Wages	Outreach and Engagement Specialist (2 FT)	\$123,000.00
Wages	Administrative Assistant (FT 1/3)	\$15,000.00
Salary	Program Director (FT 1/3)	\$25,000.00
Payroll Tax	Payroll Tax	\$17,930.00
Benefits	Health Insurance	\$14,000.00
Personnel Subtotal:		\$194,930.00
Program Operations - Materials and Supplies		
Accounting Fee	Accounting / Payroll processing Fees	\$1,600.00
Technology	Apps, programs, website, forms, etc.	\$1,000.00
Office Expense	Supplies, printing, etc.	\$500.00
Insurance	Business Insurance / Auto Insurance	\$1,700.00
Program Operations - Materials and Supplies Subtotal:		\$4,800.00
Client Services		
Flex Funds	Safety on the streets/survival assistance	\$30,000.00
Client Services Subtotal:		\$30,000.00
Indirect Administration		
Indirect Administration	10%	\$22,973.00
Indirect Subtotal:		\$22,973.00
Outreach and Engagement Subtotal:		\$252,703.00
Housing Navigation/Placement		
Personnel		
Wages	Navigation Specialist (FT)	\$57,000.00
Wages	Administrative Assistant (FT 1/3)	\$15,000.00
Salary	Program Director (FT 1/3)	\$25,000.00
Payroll Tax	Payroll Tax	\$10,670.00
Benefits	Health Insurance	\$8,000.00
Personnel Subtotal:		\$115,670.00
Program Operations - Materials and Supplies		
Accounting Fees	Accounting / Payroll Processing Fees	\$1,600.00
Technology	Apps, programs, website, forms, etc.	\$1,700.00
Office Expense	Supplies, printing, etc.	\$1,000.00
Storage	Storage Fee for Donations/ Outreach Supplies	\$6,000.00
Insurance	Business Insurance / Auto Insurance	\$1,700.00
Program Operations - Materials and Supplies Subtotal:		\$12,000.00

Client Services		
Flex Funds	removal of barriers to obtaining permanent housing, acquiring necessary documents, filing and application fees, moving and furnishings, etc.	\$60,000.00
Client Services Subtotal:		\$60,000.00
Indirect Administration		
Indirect Administration	10%	\$18,767.00
Indirect Subtotal:		\$18,767.00
Housing Navigation / Placement		\$206,437.00
Supportive Housing Case Management		
Personnel		
Wages	Case Manager (1 FT)	\$57,000.00
Wages	Administrative Assistant (FT 1/3)	\$15,000.00
Wages	Peer Support Mentor (1 PT)	\$24,960.00
Salary	Program Director (FT 1/3)	\$25,000.00
Payroll Taxes	Payroll Taxes	\$13,415.60
Benefits	Health Insurance	\$8,000.00
Personnel Subtotal:		\$143,375.60
Program Operations - Materials and Supplies		
Office Expense	Supplies, printing, etc.	\$4,900.00
Technology	Apps, programs, website, forms, etc.	\$1,700.00
Insurance	Business Insurance / Auto Insurance	\$1,700.00
Program Operations - Materials and Supplies Subtotal:		\$8,300.00
Client Services		
Flex Funds	Supportive services such as skills training, credit counseling, benefits acquisition, utility arrears, etc.	\$94,000.00
Contracted Services	Mental Health / Life Coach/ SUD	\$15,000.00
Client Services Subtotal:		\$109,000.00
Indirect Administration		
Indirect Administration	10%	\$26,067.56
Indirect Subtotal:		\$26,067.56
Supportive Housing Case Management		\$286,743.16
Emergency On-Call Services		
Emergency Services	In the event of an emergency, there may be a need for additional services, otherwise outside the scope of this contract. Not to exceed \$20,000	\$20,000.00
Emergency On-Call Services Subtotal:		\$20,000.00
Capacity Building		
Operational Advance	One month funding	\$62,156.93
Capacity Building Subtotal:		\$62,156.93
Total Budget:		\$828,040.09