

August 18, 2022

Board of County Commissioners  
Clackamas County

Approval of a Grant Amendment with Northwest Housing Alternatives For HomeBase Program Operations and Client Financial Assistance for \$115,000. Total Grant Value is increased to \$462,316.42. Funding through budgeted County General Funds Approved by County in Fiscal Year 2022-2023 Annual Budget. County General Funds are involved.

<b>Purpose/Outcomes</b>	Approval of Amendment #3, which will allow Northwest Housing Alternatives (NHA) to continue to provide client financial assistance, program case management and administration 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 \$115,000 to a new total of \$462,316.42
<b>Funding Source</b>	Solely funded through budgeted County General Funds
<b>Duration</b>	The amendment is effective upon signature with an eligible grant expenditure period of July 1, 2022 - June 30, 2023
<b>Previous Board Action</b>	The original agreement and amendment #1 were approved by the Board on 11-7-2019 #110719-A1 and 10-15-2020. Amendment #2 was approved by the Board 2-3-2022. Item at County Issues: 8-16-22.
<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>	Date of Counsel Review: 7-21-22 Andrew Naylor
<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>	9465

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Amendment with Northwest Housing Alternatives, Inc. (NHA) for HomeBase client financial assistance, program case management and administration.

NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low-income families and individuals to access affordable housing or remain stably housed.

County has approved extending the budgeted funding as part of the County's approved annual budget for fiscal year 2022-2023.

The Amendment was approved by County Counsel and is effective upon signature with an eligible grant expenditure period of July 1, 2022 – June 30, 2023. Amendment #3 adds funding and extends the Agreement by one year. Maximum compensation is increased by \$115,000 budgeted County General Funds for a maximum agreement value of \$462,316.42.

**RECOMMENDATION:**

Staff recommends the Board approval of this Grant Amendment, and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

*Denise Swanson*

Rodney A. Cook, Director  
Health, Housing and Human Services Department

Attachment:  
Grant Amendment #3, H3S#9465

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

H3S Agreement Number 9465 Board Agenda Number \_\_\_\_\_  
and Date \_\_\_\_\_

Division Social Services Amendment No. 3

Contractor **Northwest Housing Alternatives, Inc.**

Amendment Requested By Brenda Durbin, Director

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

**Justification for Amendment:**

This Amendment #3 is entered into between Northwest Housing Alternatives, Inc. ("Agency" or "Contractor") and Clackamas County ("County") and shall become part of that certain grant agreement ("Agreement") entered into between both parties on November 7, 2019.

Beginning in the 2012/13 fiscal year, the Board of Commissioners awarded a direct grant to Agency in an amount of \$100,000 per year to support Agency's HomeBase program. In addition, County granted Agency an additional \$15,000 of special client funds for the Homebase program. County has approved extending the funding provided as part of the County's approved annual budget for FY 22-23.

Amendment #3 will allow Agency to continue to provide client financial assistance, program case management and administration to families and individuals who are homeless or at risk of being homeless to access affordable housing or remain stably housed.

Amendment #3 adds funding and extends the Agreement by one year, with an eligible grant expenditure period of July 1, 2022 to June 30, 2023. Maximum compensation is increased by \$115,000 for a maximum agreement value of \$462,316.42.

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, SECTION 1, Effective Date and Duration:**

1. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, 2022 and shall consist of:
  - a. Original Term Eligible Grant Activity Period: July 1, 2019 to June 30, 2020
  - b. Amendment #1 Eligible Grant Activity Period: July 1, 2020 to June 30, 2021
  - c. Amendment #2 Eligible Grant Activity Period: July 1, 2021 to June 30, 2022

**TO READ:**

2. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, **2023**. **Contractor may seek reimbursement for eligible expenditures incurred during the following grant activity periods:**
  - a. Original Term Eligible Grant Activity Period: July 1, 2019 to June 30, 2020
  - b. Amendment #1 Eligible Grant Activity Period: July 1, 2020 to June 30, 2021
  - c. Amendment #2 Eligible Grant Activity Period: July 1, 2021 to June 30, 2022
  - d. **Amendment #3 Eligible Grant Activity Period: July 1, 2022 to June 30, 2023**

**AMEND: ARTICLE I, SECTION 3, Consideration:**

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Three Hundred Forty-seven Thousand, Three Hundred Sixteen Dollars and Forty-Two Cents (\$347,316.42), for accomplishing the Work. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**TO READ:**

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Sixty-Two Thousand, Three Hundred Sixteen Dollars and Forty-Two Cents (\$462,316.42)**, for accomplishing the Work. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**AMEND: ARTICLE I, SECTION 4, Invoices and Payments:**

4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed, as specified in Exhibit A.

Charges for eligible services incurred prior to contract execution date, but within the contract term are due within 30 days of contract execution date. If Contractor fails to present invoices in proper form and within thirty (30) calendar days after contract execution date, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Charges for eligible services incurred prior to contract execution date, but within Amendment #1 term are due within 30 days of execution date. County and Contractor 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.

Charges for eligible services incurred prior to contract execution date, but within Amendment #2 term are due within 30 days of execution date. County and Contractor acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2021. 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.

**TO READ:**

5. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed, as specified in Exhibit A.

Charges for eligible services incurred prior to contract execution date, but within the contract term are due within 30 days of contract execution date. If Contractor fails to present invoices in proper form and within thirty (30) calendar days after contract execution date, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Charges for eligible services incurred prior to contract execution date, but within Amendment #1 term are due within 30 days of execution date. County and Contractor 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.

Charges for eligible services incurred prior to contract execution date, but within Amendment #2 term are due within 30 days of execution date. County and Contractor acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2021. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

***Charges for eligible services incurred prior to the execution date of Amendment #3, but within the eligible grant activity period of July 1, 2022 to June 30, 2023) are due within 30 days of execution of Amendment #3.***

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

**AMEND: EXHIBIT A. SECTION I. SCOPE OF WORK, SECTION A. 8:**

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2019 and June 30, 2020.  
It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2020 and June 30, 2021.  
Financial assistance funding under this grant will provide assistance to at least 15 households between July 1, 2021 and June 30, 2022.

**TO READ:**

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2019 and June 30, 2020.  
It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2020 and June 30, 2021.  
Financial assistance funding under this grant will provide assistance to at least 15 households between July 1, 2021 and June 30, 2022.  
***Financial assistance funding under this grant will provide assistance to at least 15 households between July 1, 2022 and June 30, 2023.***

**AMEND: EXHIBIT A, ARTICLE III, COMPENSATION, SECTION A:**

III. COMPENSATION

A. The Contractor is eligible for One Hundred Fifteen Thousand dollars (\$115,000) during the Amendment #2, July 1, 2021 to June 30, 2022 eligible grant expenditure period for HomeBase services.

a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Original Contract Budget Amount, Fiscal Year 2019-2020	Amendment #1 Budget Amount, Fiscal Year 2020-2021	Amendment #2 Budget Amount, Fiscal Year 2021-2022
Administration	\$17,250	\$15,000	\$15,000
Client Financial Assistance	\$49,488.76	\$45,000	\$45,000
Staffing (Case Management)	\$40,000	\$45,000	\$45,000
Special Client Assistance Fund	\$10,577.66	\$10,000	\$10,000
TOTAL	\$117,316.42	\$115,000	\$115,000

b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

c. Amendment #1: July 1, 2020 to June 30, 2021 Administration charges are paid at a maximum of 15%, up to cumulative amount of \$15,000, based on the sum of monthly invoice charges of case management, special client, and financial assistance.

d. Amendment #2: July 1, 2021 to June 30, 2022 Administration charges are paid at a maximum of 15%, up to cumulative amount of \$15,000, based on the sum of monthly invoice charges of case management, special client, and financial assistance.

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

**TO READ:**

IV. COMPENSATION

B. The Contractor is eligible for **One Hundred Fifteen Thousand dollars (\$115,000)** during the **Amendment #3, July 1, 2022 to June 30, 2023 eligible grant expenditure period** for HomeBase services.

a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Original Contract Budget Amount, Fiscal Year 2019-2020	Amendment #1 Budget Amount, Fiscal Year 2020-2021	Amendment #2 Budget Amount, Fiscal Year 2021-2022	<b>Amendment #3 Budget Amount, Fiscal Year 2022-2023</b>
Administration	\$17,250	\$15,000	\$15,000	<b>\$15,000</b>
Client Financial Assistance	\$49,488.76	\$45,000	\$45,000	<b>\$45,000</b>
Staffing (Case Management)	\$40,000	\$45,000	\$45,000	<b>\$45,000</b>
Special Client Assistance Fund	\$10,577.66	\$10,000	\$10,000	<b>\$10,000</b>
<b>TOTAL</b>	<b>\$117,316.42</b>	<b>\$115,000</b>	<b>\$115,000</b>	<b>\$115,000</b>

b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

c. Amendment #1: July 1, 2020 to June 30, 2021 Administration charges are paid at a maximum of 15%, up to cumulative amount of \$15,000, based on the sum of monthly invoice charges of case management, special client, and financial assistance.

d. Amendment #2: July 1, 2021 to June 30, 2022 Administration charges are paid at a maximum of 15%, up to cumulative amount of \$15,000, based on the sum of monthly invoice charges of case management, special client, and financial assistance.

e. **Amendment #3: July 1, 2022 to June 30, 2023 Administration charges are paid at a maximum of 15%, up to cumulative amount of \$15,000, based on the sum of monthly invoice charges of case management, special client, and financial assistance.**

f. COUNTY Program Manager may approve adjustments to all encumbrance lines and budget category **amounts, provided that the maximum Agreement amount is not exceeded.**

**AMEND: EXHIBIT A, ARTICLE III, COMPENSATION, SECTION B, TO INCLUDE:**

**HMIS data reporting requirements under Amendment #3 are as follows:**

**Contractor to enter household data into HMIS providers:**

- **NHA HomeBase Homelessness Prevention Clackamas SP (4451)**
- **NHA HomeBase Rapid Rehousing Clackamas SP (4448)**

**For households exiting to permanent housing, a HMIS 6 month post-exit housing status follow up report assessment shall be completed. The report requires Contractor to inquire on the household's housing status 6 months after the household's program exit date.**

***Upon request of County, Contractor may be required to include additional HMIS report information with its monthly invoice submittals for services from July 1, 2022 to June 30, 2023.***

***County will communicate changes to HMIS reporting to Contractor.***

**SIGNATURES ON NEXT PAGE**



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IN WITNESS WHEREOF, the parties hereto have caused this Amendment #3 to be executed by their duly authorized officers.

**AGENCY**

**Northwest Housing Alternatives, Inc.**

By: Trell Anderson  
Trell Anderson, Executive Director

\_\_\_\_\_  
Date

2316 SE Willard St  
Street Address  
Milwaukie OR 97222  
City / State / Zip  
503.654.1007 /  
Phone / Fax


**CLACKAMAS COUNTY**

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

\_\_\_\_\_  
Tootie Smith, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

 07/21/2022  
County Counsel Date

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_