

June 13, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 extending the time and increasing funding of a personal services contract with Catholic Charities for providing supportive housing case management, resident services and additional building support services and staff at Good Shephard Village. Amendment value is \$1,095,166.04 for one year for a new total contract value of \$2,158,613.17 for two years. Funding is through Metro Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	Original Contract: Approved September 21, 2023 – 20230921 IV.E.2 Amendment # 1: Briefed at issues: June 11, 2024 –		
Performance Clackamas	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Amendment #1 to Contract #11231 with Catholic Charities for supportive housing case management, resident services and additional building support services and staff at Good Shephard Village. The amendment adds one year and \$1,095,166.04 to the contract to fund services through June 30, 2025.

Good Shephard Village is a 143-unit affordable housing apartment development in Happy Valley build with the support of Affordable Housing Bond funds. It includes 58 units of permanent supportive housing (PSH). Since properties with a significant share of PSH units often need additional supportive services for residents and for the building to ensure housing retention and community management, staff has worked to provide a 24/7 supportive services model at Good Shepard Village.

Amendment #1 will extend the current personal services contract for an additional year and provide the funding necessary to continue to provide the 24/7 supportive staffing model at the property. Support at the site through this amendment includes 3 FTE of housing case managers, 1.25 FTE of resident services staff, 3 FTE front desk staff, and a contracted security service. This robust staffing model provides the additional support often needed for households transitioning from homelessness, many of whom may need

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frequent in-person contact to increase housing retention, especially in their first 6-12 months of tenancy.

This amendment is fully funded through Supportive Housing Services funds. No County General Funds are involved.

RECOMMENDATION: Staff recommends that the Board approve Amendment #1 to Contract #11231 with Catholic Charities, which provides supportive housing case management, resident services, and additional building support services, as well as staff at Good Shephard Village.

Respectfully submitted,



Rodney A. Cook
Director of Health, Housing & Human Services

**AMENDMENT # 1
TO THE CONTRACT DOCUMENTS WITH CATHOLIC CHARITIES
Contract #11231**

This Amendment #1 is entered into between **Catholic Charities** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **September 21, 2023** (“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 June 30, 2024 to **June 30, 2025**.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing Work during the extended term of this Contract, County will pay Contractor an amount not to exceed \$1,095,166.04. The total Contract compensation will not exceed \$2,158,434.04. Consideration is on a reimbursement basis in accordance with the budget set forth in **Exhibit A to this Amendment #1**, attached hereto and incorporated by this reference herein.

ORIGINAL CONTRACT	\$ 1,063,268.00
<u>AMENDMENT #1</u>	<u>\$ 1,095,166.04</u>
TOTAL AMENDED CONTRACT	\$ 2,158,434.04

Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line item amounts provided the maximum Contract amount is not exceeded.”

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.

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

- 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.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Catholic Charities

Clackamas County

Natalie M Wood 05/15/2024
 Authorized Signature Date

 Signature Date

Natalie Wood, Executive Director
 Name / Title (Printed)

 Name

039374-14
 Oregon Business Registry #

 Title

 Entity Type / State of Formation

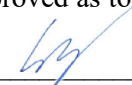
Approved as to Form:
 05/16/2024
 County Counsel Date

EXHIBIT A

Budget FY 24/25		
Line Item Category	Narrative/Description	Funds Requested
Supported Housing Case Management		
Personnel		
Salaries & Wages	7.25 FTE	\$381,978.71
Payroll Taxes		\$40,680.73
Workers Compensation		\$3,276.68
Employee Benefits		\$119,942.40
Retirement		\$12,242.70
Personnel Subtotal:		\$558,121.22
Program Operations - Materials and Supplies		
Occupancy Costs	Rent, Insurance, Maintenance, Utilities, Communication, Equipment & Software	\$83,423.00
Program Costs	Office Supplies, Postage, Printing	\$5,643.00
Travel & Mileage		\$7,529.72
Training & Education	\$700/FTE	\$5,075.00
Security Contract	\$12,831.86/mos	\$153,982.00
Program Operations - Materials and Supplies Subtotal:		\$255,652.72
Client Services		
Flex Funds	\$2,000 per PSH unit per year x 43 households; \$1,700 per PSH unit per year x 15 households	\$111,500.00
Client Services Subtotal:		\$111,500.00
Indirect Administration		
Overhead/Admin	30.44% of salaries & benefits	\$169,892.10
Total Indirect:		\$169,892.10
Supportive Housing Case Management		\$1,095,166.04
Total Budget:		\$1,095,166.04