

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #3 extending the term, and increasing the value of a personal services contract with the Immigrant & Refugee Community Organization for outreach and engagement, housing navigation and placement, and supportive housing case management services. Amendment value is \$572,028.48 for one year. Contract value is increased to \$1,854,536.93 for three years. Funding is through Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	Briefed at issues 6/25/2024 September 6, 2023 - Item briefed at Issues July 31, 2023 -Amendment #1 approved by Health Housing and Human Services Department- adding time only December 01, 2022 - 20221201 1.8 - Original Contract approved		
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	Yes
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, and Human Services requests approval of Amendment #3 to contract #10876 with Immigrant & Refugee Community Organization (IRCO) for outreach and engagement, housing navigation and placement, and supportive housing case management services. This amendment extends the contract term, and increases the value of the contract by \$572,028.48.

IRCO has provided culturally specific housing and stabilization services to individuals at risk of homelessness since 1994. IRCO provides culturally specific housing services in Clackamas County, focusing on Black, Indigenous, People of Color (BIPOC), and immigrant and refugee communities.

IRCO provides direct mobile outreach and engagement with housing navigation services to assist households in locating and securing permanent housing by helping them overcome barriers to housing. They also provide households ongoing supportive housing case management to be paired with rent assistance voucher programs such as the Regional Long-term

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Rent Assistance Program. Supportive housing case management is often the missing piece that can lead to greater housing stability when added to rent assistance programs.

Amendment #3 adds \$572,028.48 in Supportive Housing Services funds to provide ongoing services from IRCO for an additional year.

RECOMMENDATION: Staff recommends the Board approve Amendment #3 to contract #10876 with IRCO for outreach and engagement, housing navigation and placement, and supportive housing case management services for Clackamas County residents experiencing homelessness.

Respectfully submitted,



Rodney A. Cook
Health, Housing & Human Services

**AMENDMENT # 3
TO THE CONTRACT DOCUMENTS WITH IMMIGRANT
AND REFUGEE COMMUNITY ORGNIZATION
Contract # 10876**

This Amendment #3 is entered into between **Immigrant and Refugee Community Organization (IRCO)** (“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 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. The Contract may be extended, upon execution of a written amendment(s) by both parties, for up to three (3) one-year terms. By execution of this Amendment #3, the parties have agreed to exercise the second one-year renewal.

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 \$ 572,028.48. Consideration is on a reimbursement basis in accordance with the budget set forth in **Exhibit B to the Amendment #3**, attached hereto and incorporated by this reference herein, and the terms and conditions of the Contract. The total Contract compensation will not exceed \$1,854,536.93.

ORIGINAL CONTRACT	\$ 727,140.99
AMENDMENT #1	\$ 0 + Term Extension
AMENDMENT #2	\$ 555,367.46 + Term Extension
<u>AMENDMENT #3</u>	<u>\$ 572,028.48 + Term Extension</u>
TOTAL AMENDED CONTRACT	\$ 1,854,536.93

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.

**Immigrant and Refugee
Community Organization**

Clackamas County

DocuSigned by:

Jihane Nami

6/13/2024

FAC98721F35A4EE
Authorized Signature

Date

Jihane Nami

Printed Name

Associate Director of Programs

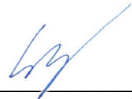
Signature

Date

Name: _____

Title: _____

Approved as to Form



06/13/2024

County Counsel

Date

Exhibit B to this Amendment #3

Budget		
Line Item Category	Narrative/Description	Funds Requested
Outreach and Engagement		
Personnel		
Program Director	.02 FTE at \$88,500* per year + payroll and benefits costs estimated at 48%	\$2,619.60
Program Manager	.075 FTE at \$80,000* per year + payroll and benefits costs estimated at 48%	\$8,880.00
Program Coordinator	.25 FTE at \$60,000 per year + payroll and benefits costs estimated at 48%	\$22,200.00
Bilingual/Bicultural Mobile Housing Outreach and Engagement	1 FTE at \$55,000 per year + payroll and benefits costs estimated at 48%	\$81,400.00
Personnel Subtotal:		\$115,099.60
Program Operations - Materials and Supplies		
Professional Services	Background checks for staff at \$85.	\$85.00
Translation	Translation and Interpretation	\$250.00
Printing	Cost of printing program materials at 300 copies per month at \$.10 per page x 12 months	\$360.00
Phone	Cell phone at \$200 per phone + 180 per year per phone + 333/year/FTE connectivity costs	\$826.22
Space	Office Space rental at a location TBD	\$3,000.00
Supplies	Office supplies, program activity/instructional supplies, curriculum materials	\$1,200.00
Education/Training	Professional Development (e.g. Trauma Informed Care)	\$1,000.00
Meetings	Staff Meeting and Retreat Expenses	\$500.00
Mileage/Travel	Mileage for program related travel; reimbursed at \$.67 per mile x 1 FTE staff x 200 miles/mo.	\$1,608.00
Insurance	at \$167/FTE per year	\$369.84
IT Maintenance Costs	General IT Connectivity, Maintenance, & Support costs at \$500/FTE	\$670.00
Postage	Cost of postage for program mailings	\$87.19
Program Operations - Materials and Supplies Subtotal:		\$9,956.25
Client Services		
Recruitment Activities	Refreshments and other costs for outreach activities	\$800.00
Client Assistance	Client Assistance costs such as food boxes, clothing, tuition/registration fees, etc.	\$13,000.00

Client Services Subtotal:		\$13,800.00
Indirect Administration		
Indirect Administration	at 13.6%	\$18,884.00
Indirect Subtotal:		\$18,884.00
Outreach and Engagement Subtotal:		\$157,739.85
Supportive Housing Case Management		
Personnel		
Program Director	.025 FTE at \$88,500* per year + payroll and benefits costs estimated at 42%	\$3,141.75
Program Manager	.1 FTE at \$80,000* per year + payroll and benefits costs estimated at 42%	\$11,360.00
Program Coordinator	.25 FTE at 60,000 per year + payroll and benefits costs estimated at 42%	\$21,300.00
Bilingual/Bicultural Housing Case Management	1 FTE at \$55,000 per year + payroll and benefits costs estimated at 42%	\$78,100.00
Personnel Subtotal:		\$113,901.75
Program Operations - Materials and Supplies		
Professional Services	Background checks for staff at \$85.	\$85.00
Translation	Translation and Interpretation	\$250.00
Printing	Cost of printing program materials at 400 copies per month at \$.10 per page x 12 months	\$480.00
Phone	Cell phone at \$200 per phone + 180 per year per phone + 333/year/FTE connectivity costs	\$837.88
Space	Office Space rental at a location TBD	\$3,500.00
Supplies	Office supplies, program activity/instructional supplies, curriculum materials	\$1,600.00
Education/Training	Professional Development (e.g. Trauma Informed Care)	\$1,500.00
Meetings	Staff Meeting and Retreat Expenses	\$500.00
Mileage/Travel	Mileage for program related travel; reimbursed at \$.67 per mile x 1 FTE staff x 200 miles/mo.	\$1,608.00
Insurance	at \$167/FTE per year	\$379.50
IT Maintenance Costs	General IT Connectivity, Maintenance, & Support costs at \$500/FTE	\$687.50
Postage	Cost of postage for program mailings	\$92.14
Program Operations - Materials and Supplies Subtotal:		\$11,520.01
Client Services		
Client Assistance	Client Assistance costs such as food boxes, clothing, tuition/registration fees, etc.	\$52,600.00
Client Services Subtotal:		\$52,600.00
Indirect Administration		
Indirect Administration	at 13.6%	\$24,211.00
Indirect Subtotal:		\$24,211.00
Supportive Housing Case Management Subtotal:		\$202,232.76
Housing Navigation/Placement		

Personnel		
Program Director	.03 FTE at \$88,500* per year + payroll and benefits costs estimated at 33%	\$3,531.15
Program Manager	.13 FTE at \$80,000* per year + payroll and benefits costs estimated at 33%	\$10,640.00
Program Coordinator	.25 FTE at 60,000 per year + payroll and benefits costs estimated at 33%	\$19,950.00
Housing Navigator	1 FTE at \$55,000 per year + payroll and benefits costs estimated at 33%	\$73,150.00
Personnel Subtotal:		\$107,271.15
Program Operations - Materials and Supplies		
Professional Services	Background checks for staff at \$85.	\$85.00
Translation	Translation and Interpretation	\$750.00
Printing	Cost of printing program materials at 400 copies per month at \$.10 per page x 12 months	\$480.00
Phone	Cell phone at \$200 per phone + 180 per year per phone + 333/year/FTE connectivity costs	\$849.53
Space	Office Space rental at a location TBD	\$4,000.00
Supplies	Office supplies, program activity/instructional supplies, curriculum materials	\$2,850.00
Education/Training	Professional Development (e.g. Trauma Informed Care)	\$3,000.00
Meetings	Staff Meeting and Retreat Expenses	\$1,000.00
Mileage/Travel	Mileage for program related travel; reimbursed at \$.67 per mile x 150 miles/mo.	\$1,206.00
Insurance	at \$167/FTE per year	\$389.16
IT Maintenance Costs	General IT Connectivity, Maintenance, & Support costs at \$500/FTE	\$705.00
Postage	Cost of postage for program mailings	\$83.03
Program Operations - Materials and Supplies Subtotal:		\$15,397.72
Client Services		
Client Assistance	Client Assistance costs such as food boxes, clothing, tuition/registration fees, etc.	\$64,000.00
Client Services Subtotal:		\$64,000.00
Indirect Administration		
Indirect Administration	at 13.6%	\$25,387.00
Indirect Subtotal:		\$25,387.00
Housing Navigation/Placement Subtotal:		\$212,055.87
Total Budget:		\$572,028.48