

June 27, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of an Amendment extending the term and increasing the value of a personal services contract with the Native American Youth and Family Center to continue to provide Emergency Shelter, Supportive Housing Case Management, and Rapid Rehousing services. Amendment value is \$1,940,805.04 for 1 year, Agreement value is increased to \$3,901,594.85 for two years. Funding is through Supportive Housing Services funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	6/25/24: Amendment #1 briefed at Issues. 1/25/24: Original Contract approved - 20240125 I.D.2		
<b>Performance Clackamas</b>	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.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing and Human Services requests approval of an amendment to a personal services contract with the Native American Youth and Family Center for an Emergency Shelter, Supportive Housing Case Management, and Rapid Rehousing service for households experiencing homelessness in Clackamas County. The amendment adds \$1,940,805.04 to fund services for an additional year, through June 30, 2025.

Native American Youth and Family Center (NAYA) is a non-profit organization that provides culturally specific service to the Native community with the mission to enhance the diverse strengths of Native American youth and families through cultural identity and education. For many decades, NAYA has served Native Americans with social services such as housing navigation, food, energy, domestic violence resources, rental assistance, and a culturally specific high school. NAYA's Housing and Stabilization Services Department oversees their shelter operations.

Through this contract, the emergency shelter program administered by NAYA provides time-limited emergency shelter for families experiencing homelessness, working toward a goal of moving participants to safe, stable permanent housing resources. NAYA will serve no less than 56 households annually, utilizing 8 household units at their site-based shelter location in Clackamas County. Of these 56 families, 48 households will receive services to support their transition to permanent housing, including rental subsidy and case management services, and 8 families will navigate into Rapid Rehousing services.

This amendment will extend the Emergency Shelter program, Supportive Housing Case Management services, and Rapid Rehousing programming provided by NAYA for an additional year.

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Funding is through \$1,940,808.04 in Supportive Housing Services Funds. No County General funds are involved.

**RECOMMENDATION:** Staff respectfully recommend the Board approve Amendment #1 to Contract #11400 with NAYA to continue to provide Emergency Shelter, Supportive Housing Case Management, and Rapid Rehousing programing to households experiencing homelessness in Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health Housing and Human Services

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH NATIVE AMERICAN YOUTH AND  
FAMILY CENTER FOR EMERGENCY FAMILY SHELTER  
Contract #11400**

This Amendment #1 is entered into between Native American Youth and Family Center (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on January 25, 2024 (“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:

By execution of this Amendment #1, County is exercising its first of its four optional one-year renewals. 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 \$1,940,805.03. Consideration rates are 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, and the terms of the Contract.

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.

The total Contract compensation will not exceed \$3,901,594.84.

ORIGINAL CONTRACT	\$ 1,960,789.81
<u>AMENDMENT #1</u>	<u>\$ 1,940,805.03</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 3,901,594.84</b>

**3. 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.

4. **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 #1, effective upon the date of the last signature below.

**Native American Youth and Family Center   Clackamas County**

DocuSigned by:  
*Oscar Arana*  
74BD7FBF672845A

5/24/2024

\_\_\_\_\_  
Authorized Signature                  Date

Oscar Arana  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
County Counsel

05/28/2024  
\_\_\_\_\_  
Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
BUDGET**

<b>FY 2024-25 Budget</b>		
<b>Budget Category</b>	<b>Narrative/Description</b>	<b>Budget</b>
<b>Safety off the Streets - 400705</b>		
<b>Personnel</b>		
Shelter Advocate	4.26 FTE, \$28.32 hr, 30% fringe	\$326,219.00
On-Call Shelter Advocate	1 FTE, \$28.32 hr, 30% fringe	\$76,577.00
Shift Differential	7pm-7am	\$5,751.00
Assistant Manager	1 FTE, \$68,850k annual, 30% fringe	\$89,505.00
Manager	1 FTE, \$79,365K annual, 30% fringe	\$103,174.50
A&D/BH Peer Support	1 FTE, \$29.36 hr, 30% fringe	\$79,389.00
Department Director	.1 FTE, \$123,600 annual, 30% fringe	\$16,068.00
Youth Services	1 FTE, \$29.36 hr, 30% fringe	\$79,389.00
<b>Safety off the Streets - 400705 Personnel Subtotal:</b>		<b>\$776,072.50</b>
<b>Program Operations - Materials and Services</b>		
Training	Staff training and appreciation	\$7,800.00
Mileage	approximately 466 miles per month	\$3,750.00
Supplies	\$840.08 per month	\$10,081.00
Security	\$25 hr, 30% fringe, approx 20 hrs week	\$34,061.00
Shelter Rent	\$7,467.50 per month	\$89,610.00
Shelter Utilities	\$5,665 per month	\$67,980.00
Food	\$1,545 per month	\$18,540.00
Insurance	per insurance carrier	\$5,150.00
Equipment Rental	copier/laser printer	\$1,211.00
Janitorial	estimate based on NAYAs experience	\$20,000.00
Repair & Maintenance	estimate based on NAYAs experience	\$20,000.00
Staff Phone Bill	9 @ \$85 mos	\$9,180.00
Contingency	5% operating contingency	\$14,368.15
<b>Safety off the Streets - 400705 Program Operations - Materials and Services Subtotal:</b>		<b>\$301,731.15</b>
<b>Client Services</b>		
Telecommunications	Shelter Internet/Phone	\$4,994.00
Household Supplies	Replenishment after Move-Out	\$20,000.00
Celebrations	Kids/guests birthdays and holidays	\$6,437.20
Chxi San	Kids playgroup - 9 months	\$19,312.50
Interpretation	estimate	\$10,000.00
<b>Safety off the Streets - 400705 Client Services Subtotal:</b>		<b>\$60,743.70</b>
<b>Indirect Administration</b>		
Indirect Administration	14.9%	\$169,643.56
<b>Safety off the Streets - 400705 Indirect Subtotal:</b>		<b>\$169,643.56</b>
<b>Safety off the Streets - 400705 Total:</b>		<b>\$1,308,190.91</b>
<b>Supportive Housing Case Management - 400707</b>		
<b>Personnel</b>		
Housing Navigators	1.5 FTE, \$29.36 hr, 30% fringe	\$119,084.00
Housing Retention Advocates	1.5 FTE, \$29.36 hr, 30% fringe	\$119,084.00
<b>Supportive Housing Case Management - 400707 Personnel Subtotal:</b>		<b>\$238,168.00</b>
<b>Program Operations - Materials and Services</b>		
supplies	estimate	\$950.00
mileage	approximately 125 miles per month	\$950.00
<b>Supportive Housing Case Management - 400707 Program Operations - Materials and</b>		<b>\$1,900.00</b>
<b>Client Services</b>		
Barrier Removal	Housing Navigation Assistance	\$30,900.00
<b>Supportive Housing Case Management - 400707 Client Services Subtotal:</b>		<b>\$30,900.00</b>
<b>Indirect Administration</b>		
Indirect Administration	14.9%	\$40,374.23
<b>Supportive Housing Case Management - 400707 Indirect Subtotal:</b>		<b>\$40,374.23</b>
<b>Supportive Housing Case Management - 400707 Total:</b>		<b>\$311,342.23</b>
<b>Rapid Rehousing - 400706</b>		
<b>Personnel</b>		
Housing Navigator	.5 FTE, \$29.36hr, 30% fringe	\$39,695.00
Housing Retention Advocate	.5 FTE, \$29.36hr, 30% fringe	\$39,695.00
<b>Rapid Rehousing - 400706 Personnel Subtotal:</b>		<b>\$79,390.00</b>
<b>Program Operations - Materials and Services</b>		
supplies	estimate	\$360.00
mileage	approx 46 miles per month	\$360.00
<b>Rapid Rehousing - 400706 Program Operations - Materials and Services Subtotal:</b>		<b>\$720.00</b>
<b>Client Services</b>		
Flex Funds	Rent, deposits, navigation assistance	\$199,500.00
<b>Rapid Rehousing - 400706 Client Services Subtotal:</b>		<b>\$199,500.00</b>
<b>Indirect Administration</b>		
Indirect Administration	14.9%	\$41,661.89
<b>Rapid Rehousing - 400706 Indirect Subtotal:</b>		<b>\$41,661.89</b>
<b>Rapid Rehousing - 400706 Total:</b>		<b>\$321,271.89</b>
<b>FY 2023-2024 Budget:</b>		<b>\$1,940,805.03</b>