

December 14, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #2 expanding the scope of work and increasing the value of a personal services contract with Clackamas Women’s Services for homeless services. Amendment value is \$1,640,396. Total contract value is increased to \$9,182,559 for 18 months. Funding is through State Emergency Order grant funds and Metro Supportive Housing Services Measure Funds. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|----------------|
| Previous Board Action/Review | December 15, 2022 – 20221215.III.A – Original Contract approved December 15, 2022 – 20221215.V.F.6 – Assignment Addendum approved September 7, 2023 – 20230907 III.C.23 – Amendment #1 approved December 12, 2023 – Briefed at Issues | | |
| 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) 334-9870 |

EXECUTIVE SUMMARY: On Behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services (H3S) requests approval of Amendment #2 to Contract #10919 with Clackamas Women’s Services (CWS) to expand the Connections to Stable Housing Program funded through state Emergency Order grant funds and add Eviction Prevention services funded through Supportive Housing Services funds.

CWS has nearly 40 years of experience providing services to Clackamas County residents. Their organization offers various trauma-informed, wrap-around services for those escaping interpersonal violence.

Recently, the State of Oregon, through its Oregon Housing & Community Services Department, allocated an additional \$980,000 in Executive Order 23-02 grant funds (EO funds) to Clackamas County to fund 40 additional rapid re-housing placements. Amendment #2 adds that funding to the agreement with CWS and increases the number of households receiving rapid rehousing services through the Connections to Stable Housing Program from 130 households to 170 households.

Additionally, Amendment #2 expands the scope of work to include Eviction Prevention services funded through \$660,396 in Supportive Housing Services funds.

In total, Amendment #2 adds \$1,640,396 in additional funding to the existing contract to fund services through the remainder of this fiscal year.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve Amendment #2 and authorize Chair Smith to sign it on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

**AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH CLACKAMAS WOMEN’S SERVICES
Contract #10919**

This Amendment #2 is entered into between **Clackamas Women’s Services** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on December 15, 2022 (“Contract”).

The purpose of this Amendment #2 is to add eviction prevention services and to increase funds available for pre-existing Connections to Stable Housing Work due to additional state funding being available under Amendment #2 to the Grant, a copy of which is attached hereto as **Exhibit C to this Amendment #2** and incorporated by this reference herein.

Now, therefore, the parties agree to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Contractor will perform additional eviction prevention services as part of the Work. The additional eviction prevention services are set forth in **Exhibit A to this Amendment #2, Scope of Work - Eviction Prevention Services**, attached hereto and incorporated by this reference herein.
Due to increased funding available through Amendment #1 to the Grant, Contractor will perform additional Connections to Stable Housing Work, as further described in Exhibit C to this Amendment #2.


2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing the additional eviction prevention services, and to increase funding available for preexisting Connections to Stable Housing Work, County agrees to pay Contractor, from available and authorized funds, an additional amount not to exceed \$1,640,396.00. Consideration is on a reimbursement basis in accordance with the revised budget set forth in **Exhibit B to this Amendment #2**, attached hereto and incorporated by this reference herein. The total Contract compensation will not exceed \$9,182,559.00.
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.

| | |
|-------------------------------|--------------------------|
| ORIGINAL CONTRACT | \$ 3,361,959.00 |
| AMENDMENT #1 | \$ 4,180,204.00 |
| AMENDMENT #2 | \$ 1,640,396.00 (SCOPE+) |
| <hr/> | |
| TOTAL AMENDED CONTRACT | \$ 9,182,559.00 |

[Signatures on next page]

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.

Clackamas Women's Services



Authorized Signature Date 11-30-2023

Melissa Erlbaum, Executive Director
Printed Name/Title


211960-19
Oregon Business Registry #
501c3, Oregon
Entity Type / State of Formation

Clackamas County

Date

Date

Approved as to form:



Date: 11/30/2023

Attachments: Exhibit A to this Amendment #2, Scope of Work – Eviction prevention Program and Connections to Stable Housing Program; Exhibit B to this Amendment #2, Budget; and Exhibit C to this Amendment #2, Amendment #2 to State of Oregon Grant Agreement No. OR-507.

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

Eviction Prevention Program

Clackamas Women's Services (CWS) shall provide an eviction prevention program. This program will offer households short term rent assistance combined with supportive services to prevent eviction. Rental assistance can include arrears if needed to maintain housing.

CWS seeks to eliminate housing as a reason for survivors of domestic violence to stay in or return to an abusive relationship. This is done through a survivor-driven advocacy model delivered by case managers with extensive expertise and training in trauma-informed care and working with victims of domestic and sexual violence.

This program will provide 2 FTE advocate case managers. Case managers will **support up to 100 individuals per year**. Organization will report capacity to the Housing Services Team (HST).

All referrals for Contractor's homeless prevention program will come from Coordinated Housing Access (CHA) Comp Site. Survivors will be offered Housing First Aid/Diversion prior to being referred to contractor.

CWS Advocates and Case Managers help participants connect with community resources and navigate multiple systems such as public safety, criminal justice, health care, education, workforce, childcare, and social services. All these services remain flexible to meet the changing needs of the family as they stabilize and continue to offer support for as long as the survivor would like to engage. Long-term, multi-faceted services are often utilized to mitigate the impact of trauma, address the isolation of domestic violence, and support survivors in regaining their articulated/desired goals, wellness, and self-actualization, and households served in our Housing Program frequently remain engaged for many years.

Every household served with eviction prevention assistance is presented with a range of tailored voluntary supportive services, including information and referrals for CWS services, such as counseling, legal assistance, support groups, and youth and children's services; assistance navigating services and service delivery systems; accompaniment to appointments and advocacy with other providers; information and referrals to other providers offering emergency services, public benefits, and youth services; ongoing risk assessments and safety planning; and emotional support.

CWS applies an equity lens to all aspects of its programming, operations, and community engagement strategies. Priority populations include the following: chronic health vulnerability/disability, at least one member who identifies as from a marginalized or legislatively identified community (BIPOC, LGBTQ+, Veteran, Farmworker), English is not the primary or preferred language spoken, and income at or below 30% of AMI for their household size

As Survivors approach the end of services, Contractor will assist the survivor with proactively developing a plan to transition from eviction prevention supports to stable or alternative supportive housing services as needed.

Goals and Benchmarks

| Outcome | Goal | Data Source |
|-----------------------------|--|-------------|
| Data Accuracy | 95% data completeness in HMIS | HMIS |
| Housing First Aid/Diversion | At least 10% of those referred to program are provided with Housing First Aid | HMIS |
| Priority Population | 100% of clients served must be Population B | HMIS |
| Ending Homelessness | At least 95% of households maintain housing as of 6-month follow-up assessment | HMIS |

Benchmarks and Timeline Responsibilities:

Contractor Benchmarks and Timeline Responsibilities:

1. Hire and have 100% of contracted staff on board within 90 days of contract execution
2. Complete HMIS training for at least one staff member within 90 days of contract execution
3. All program staff to complete Housing First Aid/Diversion training within 180 days of contract execution
4. Submit agency program manual and policies within 180 days of contract execution

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

- First time missing a benchmark
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
 - 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.

HST Benchmark and Timeline Responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth in Exhibit B – Guidelines Principles and Expectations attached hereto and incorporated by this reference

herein.

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 treatment
 - j. Peer support
 - k. Family mediation
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 Reporting Responsibilities:

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. All data points listed below will include a breakdown of demographic characteristics related to race & ethnicity
 - c. Average cost per household served (successfully and total)
 - d. Program-specific elements
 - i. Percentage of households provided Housing First Aid/Diversion
 - ii. Percentage of individuals from priority population served
 - iii. Percentage of households maintaining housing as of 6-month follow-up assessment
 - e. Narrative responses to questions that align with Guiding Principles and expectations
 - 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 months post-exit
 - a. Enter the results into HMIS
6. Prepare an annual participant feedback report
7. Submit to monitoring for contract compliance

HST Reporting Responsibilities

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide semi-annual “progress report” to Contractor
5. Work with Contracted providers to continually improve on performance targets
6. Work with Contractor to identify strengths and weaknesses apparent in programming through data
7. Review and identify strengths and weaknesses from participant feedback report with Contractor
8. Monitor for contract compliance

Connections to Stable Housing Program

Contractor shall provide a housing navigation, placement, and rapid rehousing (RRH) program. This program includes navigation, placement, rental assistance, and supportive services to help households move from temporary housing or homelessness to permanent housing. Housing types may include private market rentals and affordable housing units. The goal of this project is to provide the lightest touch necessary to support households in achieving long term housing stability. Services should align with the Housing First model (Exhibit H - Definitions).

For Connections to Stable Housing funded by Executive Order 23-02 (“EO”), Contractor will assist households experiencing homelessness or living in temporary housing move into permanent housing solutions. This program is designed for those who have recently become homeless or are on the verge of becoming homeless and was awarded from HB 5019 for use from July 1, 2023, to June 30, 2024.

The EO makes available \$3,750,000 to fund rapid rehousing in Clackamas County and the State of Oregon has a goal of rehousing **170** households in the Clackamas County region.

Contractor is a part of the Continuum of Care (“CoC”) Clackamas County Region and shall receive and use the EO funds to provide rapid rehousing for the stated number of households within its own program and through contracts with subcontractors of rapid rehousing services. The County shall not hold the Contractor solely responsible to achieve the goal of rapidly rehousing 170 households, but shall identify and facilitate connection and communication with subcontractors of rapid-rehousing services. The County shall provide all necessary training and support for HMIS data entry to the identified subcontractor providers.

Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Grant Agreement No. OR-507 to ensure participants are able to stay securely housed and landlords are supported with various needs.

Contractor will use funds to subsidize participants’ rental expenses, for the operational costs of administering a rapid-rehousing program, including personnel, occupancy, and rental subsidies, as well as to reimburse expenses subcontractors incurred related to rent payments to offer subsidy for Connections to Stable Housing.

Contractor and its subcontractors shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Contractor and its subcontractors must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client. For the purpose of EO funding, in this Contract, Category 6 is the only eligible category, as described under the Grant Agreement, Exhibit A – Grant Activities,

Section 2. Grant Activities, Item E - Client Evaluation, Category 6 – **Unsheltered Homelessness**. Under Category 6, individuals or families that are living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport, or camping ground) are eligible for Rapid Re-housing.

When using Emergency Order funds, the above requirements must be met.

Contractor will continue to provide rapid rehousing program services funded by the Supportive Housing Services Measure funds and County General Funds. The requirements of this program are defined in the following paragraphs.

All referrals to housing navigation, placement, and rapid rehousing will come from the by-name list and/or through the Coordinated Housing Access (CHA) line. Housing First Aid/diversion must be meaningfully attempted with each household before providing prevention, re-location assistance, or homeless placement services. When the program receives referrals, each new referral will be contacted via all known contact points within five (5) business days to assess current eligibility and interest in this program.

The program will assist **approximately 50 households annually** with rapid rehousing. Throughout the entirety of services, case managers will act as the landlord contact and assist in landlord relationship development. The expected case manager to participant ratio is approx. 1:15. As more participants are added to the case load, more staff must be added to accommodate them.

Because relocation and housing navigation assistance are core components of this type of program, flex funds will include necessary categories to support housing search and placement.

Housing Navigation and Placement services are tailored to meet each household's specific needs and must include, but are not limited to:

- Check-ins at least weekly with all participating households during housing search.
- Client-driven 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 in cases where longer-term subsidy is deemed necessary for housing stabilization.
- 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 and retention.
- 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.

After housing placement, rental subsidy and case management is provided to stabilize households. Participant portion of the rent will follow rapid rehousing rent assistance best practices to move the participant toward paying 100% of their rental costs as soon as possible. Rental subsidy will not necessarily be a percentage. Providers shall consider the income information for the last 30 days collected at intake to determine the percentage or amount each program participant must pay while receiving assistance. The determination will be documented in the client file. Each provider must create a RRH rent calculation policy and submit it to the Housing Services Team (HST) for approval.

Once housed, services are tailored to meet each household’s specific needs and typically include a combination of one or more of the following:

- Regular check-ins with households (offered at least monthly, typically more frequently in the first months following placement)
- Mediation between the landlord and resident
- Short-term rent assistance and case management (up to 24 months)
- Flexible funding to support housing stability goals.
- Plan to increase income through education, employment, and/or benefits support.
- Plan to “graduate” from housing subsidy and intensive services
- Plan to transition households who have higher needs to long term rent assistance with or without supportive services.

In addition to the obligations set forth above, Contractor shall perform the following.

1. Incorporate and adhere to the guiding principles and expectations set forth in Exhibit B - Guiding Principles and Expectations
2. Develop internal program policies and procedures manual.

Goals and Benchmarks

| Outcome | Goal | Data Source |
|---------------------|--|------------------|
| Data Accuracy | 95% data completeness in HMIS | HMIS |
| Optimal Occupancy | Once at full program capacity, maintain at least 87% occupancy, based on stated capacity. | HMIS |
| Ending Homelessness | At least 87% of households, housed through the program, who subsequently must leave their rental unit are re-located to a new rental unit without a break in supportive services | HMIS, case notes |
| Ending Homelessness | At least 87% of households will either maintain housing within the program for at least 12 months or exit the program to a permanent housing destination | HMIS |

| | | |
|---------------------|--|------|
| Ending Homelessness | At least 87% of households who exit to permanent housing, remain in permanent housing as of 6 month follow-up assessment | HMIS |
|---------------------|--|------|

Benchmarks and Timeline:

Contractor Benchmark and Timeline Responsibilities:

1. Make all reasonable efforts to hire and have 100% of staff within 90 days of contract execution.
2. Complete HMIS training for at least one staff member within 90 days of contract execution
3. Program staff to complete Housing First Aid/Diversion training within 180 days of contract execution
4. Submit agency program manual and policies within 180 days of contract execution.
5. Staff will participate in all applicable case conferencing meetings, as directed by HST staff, within 30 days of being hired.

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.
 - Monitoring meetings with HST to identify barriers and possible solutions.
- Second time missing a benchmark.
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark.
 - 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.

HST Benchmark and Timeline Responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth above.
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 training.
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 treatment
 - j. Peer support
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 youth 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 Reporting Responsibilities:

1. Adhere to all data reporting requirements stated in Exhibit A to this Amendment #3 – Scope of Work and in Exhibit J to Amendment #1 of this Contract #10919 –EO 23-02 - Process for

- System Administrators, as set up by the County.
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. All 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 youth households served.
 - ii. Bed/Unit utilization
 - iii. Rates of increased income and benefits
 - iv. Rates of RRH
 1. Maintenance of housing in program
 2. Exits to other RRH.
 3. Average length of program participation
 4. Rate of exit from RRH to permanent housing
 - v. Average cost per household served annually.
 - e. Narrative responses to questions that align with the Guiding Principles and Expectations
 - 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.
 - a. Enter the results into HMIS.
 6. Prepare an annual participant feedback report.
 7. Submit to monitoring for contract compliance.

HST Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans.
2. Assist with achieving desired program outcomes and improving those outcomes.
3. Communicate with Contractor in a timely manner when additional data metrics are determined.
4. Use HMIS data to create and provide semi-annual “progress report” to Contractor.
5. Work with Contracted providers to continually improve on performance targets.
6. Work with Contractor to identify strengths and weaknesses apparent in programming through data.
7. Review and identify strengths and weaknesses from participant feedback report with Contractor.
8. Monitor for contract compliance.

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET FY 23-24**

| Clackamas Women's Services - 10919 - FY 22-24 - Amendment #3 | | | |
|---|-----------------------|-----------------------|------------------------------|
| Services | FY 22-23 | FY 23-24 | Total |
| Safety off the Streets | \$694,178.00 | \$1,003,461.00 | \$1,697,639.00 |
| Navigation | \$235,227.00 | \$405,431.00 | \$640,658.00 |
| Supportive Housing Case Management | \$501,813.00 | \$1,215,273.00 | \$1,717,086.00 |
| Rapid Rehousing | \$48,502.00 | \$582,029.00 | \$630,531.00 |
| Shelter - General Fund | N/A | \$86,249.00 | \$86,249.00 |
| Eviction Prevention | N/A | \$660,396.00 | \$660,396.00 |
| Subtotal | \$1,479,720.00 | \$3,952,839.00 | \$5,432,559.00 |
| Rapid Rehousing - Emergency Order | N/A | \$3,750,000.00 | \$3,750,000.00 |
| Total: | \$1,479,720.00 | \$7,702,839.00 | <u>\$9,182,559.00</u> |

| Budget | | |
|--|--|------------------------|
| Line Item Category | Narrative/Description | Funds Requested |
| Rapid Rehousing - EO-Subcontract | | |
| Personnel | | |
| Salary + Benefits | Estimated supportive services personnel costs per subcontractor draft budgets | \$100,000.00 |
| Personnel Subtotal: | | \$100,000.00 |
| Program Operations - Materials and Services | | |
| Operations | Estimated provider operation costs per subcontractor draft budgets | \$3,600.00 |
| Program Operations - Materials and Services Subtotal: | | \$3,600.00 |
| Client Services | | |
| Client Assistance | Estimated client services costs per subcontractor draft budgets- Rental assistance + Flex funds according to SHS approved expenses | \$757,400.00 |
| Client Services Subtotal: | | \$757,400.00 |
| Indirect Administration | | |
| Indirect Administration | Estimated provider administration costs per subcontractor draft budgets (average 10%) | \$70,000.00 |
| Indirect Administration -Subcontractor Providers | | \$70,000.00 |
| Project Management | | |

| | | |
|--|----------------------------|---------------------|
| Project Management | CWS Project Management Fee | \$49,000.00 |
| CWS Project Management Subtotal | | \$49,000.00 |
| Total Budget: | | \$980,000.00 |

| Budget | | |
|--|--|------------------------|
| Line Item Category | Narrative/Description | Funds Requested |
| SHS-Prevention Funding--July 1, 2023-January 10, 2024 | | |
| Personnel | | |
| Salary | 2.0 FTE Advocate/Case Manager,.30 FTE Housing Associate, .05 FTE Program Manager, and .10 FTE Program Director. Salary is prorated to the FTE allocated to the grant. Salary is projected at a combination of the mid-point and Q4 of the pay scale for the position to account for the variance in new to tenured employees. The pay scales are based on the CWS Pay Equity Compensation Policy which is updated annually through a contracted HR Consultant firm. Salary calculations include pay differentials for language and for overnight and on-call response. | \$158,272.00 |
| Fringe and Benefits | Includes payroll taxes (10%), Paid Leave Oregon (1% of income, employer portion 40% of the contribution), health and dental coverage for employee and child coverage (annual), retirement contribution (6%), disability (\$170), workers' compensation (3%), Travel benefit (\$1,200), and wellness (\$1,000) etc. Fringe is prorated to the FTE allocated to the grant. | \$51,154.00 |
| Personnel Subtotal: | | \$209,426.00 |
| Program Operations - Materials and Supplies | | |
| Occupancy Costs | Occupancy costs such as utilities, copier, phones, IT,etc x 3% annual increase | \$5,000.00 |
| Staff Development | Emergency Shelter Staff training including a program pro-rated share of the agency's on-going DEI consultation and training. x 3% annual increase | \$2,000.00 |
| Translation/Interpretation | In-person, video and telephone language interpretation and document/materials translation according to CWS Language Access Plan | \$20,000.00 |
| Program Supplies | General office supplies, including laptop for project staff | \$3,000.00 |
| Mileage | To provide mobile services to for homeless prevention. | \$1,000.00 |
| Program Operations - Materials and Supplies Subtotal: | | \$31,000.00 |

| Client Services | | |
|----------------------------------|--|---------------------|
| Homeless Prevention | Eviction Prevention Assistance for CHA DV Door. Projection is based on trend data for homeless prevention funding over the past 5 years. The most common range is \$1,900-\$5,000 per HH. For this project budget the calculation includes an average of \$3,500 per HH to serve a 100 HH. | \$350,000.00 |
| Client Services Subtotal: | | \$350,000.00 |
| Indirect Administration | | |
| Indirect | CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 33.41% applied to a base of salary + fringe. | \$69,970.00 |
| Indirect Subtotal: | | \$69,970.00 |
| Prevention Subtotal: | | \$660,396.00 |

EXHIBIT C
AGREEMENT NO. OR-507 AMENDMENT #2

**EXHIBIT C
AGREEMENT NO. OR-507 AMENDMENT #2**

Agreement No. OR-507

Grant Agreement

State of Emergency Due to Homelessness

Amendment #2

This Amendment #2 (this “Amendment”) to Agreement #OR-507, as amended from time to time (“Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clackamas County (“Recipient”), an Oregon Local Government Entity.

RECITALS

- A. Agency desires to Amend the Agreement to increase the Not-to-Exceed amount by \$980,000 and extend the Performance Period, revise Exhibit B, Goals and Milestones sections and update the Authorized Representative for Agency.
- B. Recipient must meet performance expectations and goals, as outlined in Exhibit B, by January 10, 2024, and in accordance with Executive Order 23-02.

AMENDMENT

- 1. The Agreement is hereby amended as provided below. This Amendment will be effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strike through~~.
- 2. Section 1 of the Agreement is hereby amended as follows:

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on ~~January 10, 2024~~ **June 30, 2024**, unless extended or terminated ~~or~~ sooner under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

- 3. Section 3 of the Agreement is hereby amended as follows:

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed ~~\$4,435,294.00~~ **\$5,415,294.00**.

DL

3.1 On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a Notice of Allocation (“NOA”) to Recipient, pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$1,170,424.81 (the “Initial Payment”), which Recipient will expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”). **Recipient shall complete the requirements set forth in the “Goals” section of Exhibit B by January 10, 2024. After January 10, 2024 and until June 30, 2024, Agency will reimburse Recipient for Authorized Expenses relating to sustaining and maintaining the completed goals specified in the “Goals” section of Exhibit B (“Authorized Maintenance Expenses”).**

3.2 After July 1, 2023, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for additional Authorized Expenses up to the amount of ~~\$3,264,869.19~~ **\$4,244,869.19** (the “Additional Allotment”), following receipt of requests by Recipient of such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized **Maintenance** Expenses incurred **during the period** from July 1, 2023 to ~~until the end of the Performance Period (January 10, 2024)~~ **June 30, 2024**. Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including, but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.2 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may, by mutual agreement, modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including, but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

2. Section 5 of the Agreement is hereby amended as follows:

5. Authorized Representatives

5.1 Agency’s Authorized Representative is:

~~Mike Savara~~ **Liz Hearn**

725 Summer Street NE, Suite B

Salem, OR 97301

~~Mike.Savara@hcs.oregon.gov~~ **Liz.Hearn@hcs.oregon.gov**

3. Exhibit B, Goals section, is hereby amended to read as follows:

Rapidly rehouse

Our CoC Region will rapidly rehouse ~~130~~ **170** people experiencing unsheltered homelessness by this date: 1/10/2024

DL

4. Exhibit B, Milestones section, is hereby amended to revise progress milestones and timelines from September through December:

| Month | Progress Milestones | Systems Improvement Actions |
|-----------|--|--|
| September | 2) Rapid Rehousing Goal: 23 total placements 3) Receive final rural needs assessment and strategic plan, share findings with MAC Group. 4) Establish framework for reallocation of ongoing resources to rural areas. | 1) Continue strategic planning with new homeless services advisory body. 2) Reallocate resources as needed across provide contract budgets based on progress towards stated goals. 3) Continue CHA, by name list, and Build for Zero work/improvement. |
| October | 2) Rapid Rehousing Goal: 52 total placements 3) Write and open allocation (procurement) for ongoing rural services based on needs assessment and strategic planning. | 1) Continue strategic planning with new homeless services advisory body. 2) Continue CHA, by name list, and Build for Zero work/improvement. |
| November | 2) Rapid Rehousing Goal: 81 total placements 3) Close allocation for ongoing rural services. | 2) Continue CHA, by name list, and Build for Zero work/improvement. |
| December | 2) Rapid Rehousing Goal: 409 130 total placements 3) Score and select vendors for ongoing rural services. | 1) Continue CHA, by name list, and Build for Zero work/improvement. |
| January | <u>1) Rapid Rehousing Goal: 170 total placements</u> | |

5. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

6. Counterparts

This Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

[The remainder of this page is intentionally left blank.]

7. Signatures

**Oregon Housing and Community Services
Department**

Clackamas County

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 11/14/23.