

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an amendment extending the term, expanding the scope of work, and adding funding to a personal services contract with Health Management Associates for technical assistance for the Continuum of Care annual consolidated application and system support. Contract value is \$215,000 for one year. Contract value is increased to \$331,415.00 for two years. Funding is through Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	July 24, 2023 – Original contract executed by the Department June 25, 2024 – 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 and Human Services requests approval of Amendment #1 with Health Management Associates (HMA) to provide the Continuum of Care (CoC) technical assistance in support of a timely submission of Clackamas County’s consolidated application for federal CoC funding and system support.

Clackamas County, as the lead agency identified by the US Department of Housing and Urban Development (HUD) for the CoC, is responsible for completing the annual consolidated CoC funding application for all CoC funded organizations in Clackamas County. As the continuum of Clackamas County’s homeless services continues to grow, so too does the need for developing stronger systems for ensuring effective oversight of funding resources, support with applying for funding, and development of better program tracking systems.

Health management Associates (HMA) supported the FY2023 CoC Application process, resulting in successfully being awarded all funding for which the County applied. During the CoC application process, HMA identified areas in which the overall process could be made more efficient. Under this contract, HMA would continue to work with the CoC Lead, and other key staff, to ensure the process for receiving

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June 27, 2024

and evaluating CoC funding occurs more seamlessly.

The original contract was authorized by the Department due to the amount of the contract. This amendment will expand HMA assistance for the new fiscal year and add value to the contract in an amount that requires Board approval. This amendment, as well as the original contract, is funded by Supportive Housing Services funds.

RECOMMENDATION: Staff recommend the Board approve Amendment 1 with HMA providing expanded support for the CoC consolidated application process and system support for the new fiscal year.

Respectfully submitted,

Rodney A. Cook

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

Healthy Families. Strong Communities.

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**AMENDMENT # 1
TO THE CONTRACT DOCUMENTS WITH
HEALTH MANAGEMENT ASSOCIATES, INC.
Contract # 11226**

This Amendment #1 is entered into between **Health Management Associates, Inc.** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **July 24, 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.** The Contract termination date is hereby extended from June 30, 2024, to **June 30, 2025.**
2. **ARTICLE I, Section 2. Scope of Work** is hereby amended as follows:

During the extended term of this Contract, Contractor shall perform the Work, as amended in **Exhibit A to this Amendment #1**, attached hereto and incorporated by reference herein.

3. **ARTICLE I, Section 3. Consideration** is hereby amended as follows:

In consideration for Contractor performing the Work during the extended term of the Contract, County will pay Contractor an amount not to exceed \$215,000. The total Contract compensation will not exceed \$331,415.00. Consideration is on a time and material basis in accordance with the following updated rates and the terms and conditions of the Contract:

	Hourly Rate
Physician Principal (Principal Advisor)	\$410
Managing Director (Principal Advisor)	\$410
Managing Principal (Principal Advisor)	\$410
Principal Advisor	\$410
Principal	\$370
Associate Principal	\$360
Senior Consultant	\$350
Senior Associate/Consultant	\$280
Associate/Research Associate	\$210

ORIGINAL CONTRACT	\$ 116,415.00
<u>AMENDMENT #1</u>	<u>\$ 215,000.00 + Scope Addition</u>
TOTAL AMENDED CONTRACT	\$ 331,415.00

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.

[Signature Page to Follow]

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.

Health Management Associates, Inc.

Clackamas County

DocuSigned by:
Jeffrey M. DeVries
E36A7003FDDA046D

June 5, 2024 | 11:46

Authorized Signature Date

Jeffrey M. DeVries

Printed Name

Signature Date

Name: _____

Title: _____

Approved as to Form:



06/05/2024

County Counsel

Date

EXHIBIT A Scope of Work

Contractor will continue to provide the following Continuum of Care (CoC) and Notice of Funding Opportunity (NOFO) technical assistance in support of a timely submission of Clackamas County's consolidated application for federal CoC funding:

- Technical writing assistance
- Project management
 - Identify and implement project management tools
 - Develop annual project plan for the CoC NOFO response, incorporating the Shipley Method of procurement, application information capture and task delegation protocols.
- Support with the local competition process, including ensuring completeness of project applications, that they pass threshold requirements and meet local needs
 - Work with CoC Lead and key staff to make changes to Score Cards
 - Preparing priority listing for projects recommended for approval to HUD
- Evaluation of the current project rating and ranking process
 - Development Conflict of Interest Form for CoC ranking and rating project applications.
 - Develop local competition review framework including recruitment and training plan for scorers. Ensure framework meets conflict of interest policy.
- Support with review of applications and Steering Committee review and ranking process
- Work with Public and Government Affairs to solicit new project applications for CoC funding and ensure all required public postings pertaining to the NOFO are posted on time.
 - Work on improvement plan for soliciting new applicants. For example, how can we better outreach to new providers not currently receiving funding (churches?)
- Evaluate system strengths and opportunities for improvement
 - Work with CoC Lead and other key staff to identify components of local competition process that can occur prior to CoC NOFO announcement.
 - Implement changes to local competition process for renewal project applicants to submit applications prior to NOFO announcement
- Support facilitating recurring application team meetings and work (frequency TBD)
- Support facilitating the Housing Services Steering Committee and the Scoring Committee in project rating and ranking process.
- Meet with County project leader (CoC Lead Raina Smith-Roller) on a weekly basis
- Meet all County internal NOFO requirements by deadlines
- Identify additional support needed to ensure streamlined processes for answering system wide questions. For example, identify all partners that can be brought in to answer system-wide questions about meeting needs of Domestic Violence (DV) survivors. Outreach to DV partner agencies, and, as necessary, establish and facilitate DV response work group(s).

- Support CoC Lead and key staff to ensure that all Housing and Urban Development (HUD) training requirements are met.
- Collaborate with other consultants as necessary.
- Review previous CoC responses and help CoC Lead and key staff plan for accomplishing agreed upon tasks. For example, implementing Housing First Assessment Tool; contracting with ASSIST for Social Security Disability Insurance (SSDI) application support, establishing formalized agreements with school entities, etc.
- Support CoC Lead in developing and implementing project monitoring process.
- Identify if United Funding Agency (UFA) designation would be the right fit for Clackamas County CoC, and, if so, what steps are needed to meet designation requirements.