

October 15, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Personal Services Contract with
Northwest Housing Alternatives, Inc. for
HomeBase Program Operations and Financial Assistance

Purpose/Outcomes	Agency provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #1 increases the agreement by \$115,000 to a new total of \$232,316.42.
Funding Source	County General Funds
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	Previous contracts/amendments for the same service were approved on 7-13-17 #071317-A1, 1-11-18 #011118-A2, 8-16-18 #081618-A6, and 11-7-2019 #110719-A1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-17-2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9465

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Personal Services Contract with Northwest Housing Alternatives, Inc. (NHA) for HomeBase client financial assistance, program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low

Healthy Families. Strong Communities.

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income families and individuals to access affordable housing or remain stably housed. Beginning in the 2012/13 fiscal year, the Board of Commissioners have made a direct award to NHA of \$100,000 per year of County General Funds to support the HomeBase program. These funds have been distributed through the Social Services Division since that time.

NHA also receives annual funding to serve HomeBase clients through the special client fund program. The total agreement amount for FY2020-2021 for all services is \$115,000 of County General Funds.

RECOMMENDATION:

Staff recommends the Board approve the Amendment, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy Director

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9465 Board Agenda Number TBD

and Date October 15, 2020

Division Social Services Amendment No. 1

Contractor **Northwest Housing Alternatives, Inc.**

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

Beginning in the 2012/13 fiscal year, the Board of Commissioners awarded Northwest Housing Alternatives, Inc. (NHA), \$100,000 per year of County General Funds to support the HomeBase program.

Amendment #1 will allow NHA to continue to provide client financial assistance, program case management and administration to families and individuals who are homeless or at risk of being homeless to access affordable housing or remain stably housed.

Social Services Division has received funding to extend the agreement. NHA also receives annual funding to serve HomeBase clients through the special client fund program.

Amendment #1 extends the agreement into fiscal year 2020-2021. Maximum compensation is increased by \$115,000 for a maximum contract value of \$232,316.42.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: ARTICLE I, #1 Effective Date and Duration:

1. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020.

TO READ:

1. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, ***2021 and shall consist of:***
 - a. ***Original Term: July 1, 2019 to June 30, 2020***
 - b. ***Amendment #1 Term: July 1, 2020 to June 30, 2021***

AMEND: ARTICLE I, #3 Consideration:

2. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.47), for accomplishing the Work required by this Contract. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Thirty-two Thousand, Three Hundred Sixteen dollars and Forty-Two Cents (\$232,316.42)**, for accomplishing the Work required by this Contract. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with **Exhibit A**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.

AMEND: ARTICLE I, #4 Invoices and Payments, TO INCLUDE:

Charges for eligible services incurred prior to contract execution date, but within Amendment #1 contract term are due within 30 days of contract execution date. County and Contractor acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

AMEND: ARTICLE II, #9 INSURANCE:

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

TO READ:

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> <i>Required – Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.</i>
<input checked="" type="checkbox"/> <i>Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.</i>
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

AMEND: EXHIBIT A. SECTION I. SCOPE OF WORK, A. 8:

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households.

TO READ:

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households **between July 1, 2019 and June 30, 2020.**
It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2020 and June 30, 2021.

AMEND: EXHIBIT A. SECTION III. COMPENSATION, PARAGRAPH A:

III. COMPENSATION

- A. The Contractor is eligible for One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.47) during the contract term for HomeBase services.
- a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Budget Amount
Administration	\$17,250
Client Financial Assistance	\$49,488.76
Staffing (Case Management)	\$40,000
Special Client Assistance Fund	\$10,577.66
TOTAL	\$117,316.42

- b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

TO READ:

III. COMPENSATION

- A. The Contractor is eligible for **One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.42)** during the contract term for HomeBase services.
- a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Original Contract Budget Amount, Fiscal Year 2019-2020	Amendment #1 Budget Amount, Fiscal Year 2020-2021
Administration	\$17,250	\$15,000
Client Financial Assistance	\$49,488.76	\$45,000
Staffing (Case Management)	\$40,000	\$45,000
Special Client Assistance Fund	\$10,577.66	\$10,000
TOTAL	\$117,316.42	\$115,000

- b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

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Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) –
Planning Grant Agreement for planning activities associated with the CoC

Purpose/Outcomes	Approval of a new, but previously held federal grant for planning to support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	Total CoC funds for this grant agreement is \$78,939. No County General Funds are involved.
Funding Source	The fund source is the HUD Continuum of Care Grant award from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this grant agreement is 1 year, beginning October 1, 2020 and ending September 30, 2021.
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of (Grant) Application
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and secure communities.
Counsel Review	September 22, 2020 Andrew Naylor
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Abby Ahern, Housing & Community Development Division, 503-650-5663.
Contract No.	H3S 9860

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a Continuum of Care (CoC) agreement with HUD for planning activities associated with the CoC. The CoC is a group of individuals and organizations with the common purpose of planning and implementing a housing and services system for people who are homeless. CoC members identify and advocate for the needs of people who are homeless and develop short and long term plans to mitigate homelessness in Clackamas County.

CoC planning activities include preparing, planning and designing the continuum’s annual application to HUD for homeless services, participating in the Consolidated Plan process, evaluating the outcomes of CoC projects and monitoring recipients of CoC funds for compliance with program requirements.

RECOMMENDATION:

Staff recommends Board approval of the CoC Planning Grant Agreement with HUD and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S Deputy Director

Richard Swift, Director
 Health, Housing and Human Services



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0291L0E071900
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Clackamas County Department of Health, Housing and Human Services (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation for this grant is \$78,939, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0291LOE071900			\$78,939
a. Continuum of Care planning activities			\$78,939
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$0
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

September 10, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Director

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
H3S Admin	1.54 %	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).