

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #3 increasing the value and extending the term of a personal services contract with Do Good Multnomah to provide supportive housing case management at Clayton Mohr Commons. Amendment value is \$348,782.83 for one year. Agreement value increased to \$604,198.43 for two years. Funding is through the Supportive Housing Services Measure. No County General Funds are involved.

Previous Board Action/Review	August 10, 2023 – 20230810.III.D.3 – Original Contract 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 #3 to Contract #11114 with Do Good Multnomah for site-based supportive housing case management delivered to veterans at Clayton Mohr Commons. The amendment adds \$348,782.83 to fund services for an additional year, through June 30, 2025. This also includes funding to increase staffing levels and client services to ensure ongoing housing stability of the veterans served.

Clayton Mohr Commons is located at 314 Pleasant Avenue in the heart of Oregon City and provides permanent supportive housing to veterans. The property has twenty-four (24) housing units comprised of studios, one and two-bedroom units, and a community room that hosts resident gatherings and allows for the on-site provision of supportive services. All 24 units include project-based rental assistance vouchers to ensure that the units are affordable to veteran households at or below 30% AMI.

Do Good Multnomah has provided the same scope of services for the past

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five years as a result of multiple procurements displaying the dedication to assisting the veterans in Clackamas County. To respond to the increasing acuity of the barriers and challenges experienced by this population, this amendment increases case management staffing by 0.75FTE and flexible client services funding by \$10,000.

Supportive services at Clayton Mohr Commons include promoting economic stability and self-reliance, assistance navigating and applying for additional benefits, and providing case management services tailored to meet the unique needs of individual households.

RECOMMENDATION: Staff recommends the Board approve Amendment #1 of contract #11114 with Do Good Multnomah to provide increased supportive housing case management at Clayton Mohr Commons for an additional year.

Respectfully submitted,

Rodney A. Cook

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Health, Housing & Human Services

**AMENDMENT # 1
TO THE CONTRACT DOCUMENTS WITH DO GOOD MULTNOMAH
Contract #11114**

This Amendment #1 is entered into between **Do Good Multnomah** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **August 10, 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 is hereby amended as follows:

By execution of this Amendment #1, County is exercising the first of its four optional one-year extensions. 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 \$348,782.83.

Consideration rates are on a reimbursement basis in accordance with the budget set forth in **Exhibit B 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 \$604,198.43.

ORIGINAL CONTRACT	\$ 255,415.60
<u>AMENDMENT #1</u>	\$ 348,782.83
TOTAL AMENDED CONTRACT	\$ 604,198.43

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.

3. **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.

Do Good Multnomah

Clackamas County

Stephanie VanRheen 5/28/2024
Authorized Signature Date

Signature Date

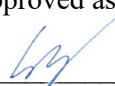
Stephanie VanRheen
Name / Title (Printed)

Name

111077-491
Oregon Business Registry #

Title

Nonprofit 501(c)3 Oregon
Entity Type / State of Formation

Approved as to Form:
 05/29/2024
County Counsel Date

**EXHIBIT A
Budget**

Clayton Mohr Commons FY24/25		
Line Item Category	Narrative/Description	Funds Requested
Supportive Housing Case Management		
Personnel		
Salaries & Wages	Regular wages & paid time off 3.5 FTE direct service, .3 FTE direct management	\$ 217,512.71
Overtime	Seasonal & Emergent O/T	\$ 2,740.70
Fringe	Taxes, Benefits, Payroll Processing, Workers' Comp	\$ 51,848.73
Personnel Subtotal:		\$272,102.13
Program Operations - Materials and Supplies		
Professional Services	Translations services, client transportation	\$ 480.00
Printing	Copier & supplies	\$ 3,600.00
Telecommunications	Phone & Internet	\$ 3,540.00
Supplies	Resident Activities, Office, & Program Supplies	\$ 4,219.82
Education & Training	Staff training & professional development, onboarding	\$ 1,600.00
Local Travel	Mileage reimbursement & weather-related staff transportation	\$ 1,500.00
Insurance	Program related insurance	\$ 750.00
Program Operations - Materials and Supplies Subtotal:		\$15,689.82
Client Services		
Flex Funds	Eviction prevention, move-in costs, arrears & debt, etc.	\$ 20,000.00
Client Services Subtotal:		\$20,000.00
Indirect Administration		
Overhead/Admin	14% indirect	\$ 40,990.87
Total Indirect:		\$40,990.87
Supportive Housing Case Management		\$348,782.83
Total Budget:		\$348,782.83