

November 14, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Personal Services Contract Amendment with AntFarm for rural homeless outreach and inclement weather response. Amendment Value is \$266,756 for 7 months. Total Contract Value is \$2,034,462.84 for 2 years. Funding is through the Governor’s State of Emergency Due to Homelessness State Funding. No County General funds are involved.

Previous Board Action/Review	Original Agreement December 7, 2023, Agenda Item 20231207 II.C.2; Amendment #01 February 22, 2024, Agenda Item 20240222 III.D.3; Amendment #02 June 27, 2024, Agenda Item 20240627 V.G.9; Amendment #03 June 26, 2024, Director’s Office Amendment #04 July 03, 2024, Administrator’s Office Amendment #05 Briefed at Issues November 5, 2024		
Performance Clackamas	This funding aligns with the County’s Performance Clackamas goals to ensure safe, healthy, and secure communities by increasing self-sufficiency for our clients. It will also help grow a vibrant economy by supporting the business growth of a non-profit partner.		
Counsel Review	Yes, Andrew Naylor	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 requests approval of Amendment #5 to Contract #11299 with AntFarm to update their support of those experiencing homelessness, providing outreach and engagement for up to 400 households as well as staffing and support services for those sheltered at County hotel/motel inclement weather sites during inclement weather events.

AntFarm has successfully provided outreach and engagement services to those experiencing or at risk of experiencing homelessness in our rural communities as a pass-through with The Father’s Heart Street Ministry Love One program. Through this amendment, the pass-thru will be eliminated, and AntFarm will contract directly to continue their provision of outreach and engagement services for up to 400 households in rural Clackamas County for the remainder of the fiscal year. Although they will still work in collaboration with Love One, this will allow AntFarm to grow as a local non-profit organization and be independent in their contract, finances, and outcomes.

This amendment also updates the scope of work for AntFarm’s inclement weather response programs by shifting focus toward the provision

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of staffing and system support to those being sheltered in extreme weather events in hotel/motel weather sites in Clackamas County.

Funding for Amendment #5 is from the Governor’s State of Emergency Due to Homelessness Fund State Funding for \$266,756.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve Amendment #05 (11299) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

**AMENDMENT # 5
TO THE CONTRACT DOCUMENTS WITH
Contract #11299**

This Amendment #5 is entered into between ANTFARM (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on December 07, 2023 (“Contract”).

The Purpose of this Amendment #5 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work**, is hereby amended as follows:
 - a. **Inclement Weather Work.** The Scope of Work language added in Section 2 of Amendment #4 to the Contract related to additional services for inclement weather shelters is hereby deleted in its entirety and replaced with on-call or as-needed Inclement Weather Shelter Service Program Design Work (“Inclement Weather Work”) set forth in **Exhibit A to this Amendment #5**, attached hereto and incorporated by this reference herein.
 - b. **Outreach and Engagement Work.** Contractor shall provide outreach and engagement services Work (“Outreach Work”), further described below in Exhibit A to this Amendment #5.

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

In consideration for Contractor providing the Inclement Weather Work described in Exhibit A to this Amendment #5, County may Contractor an amount not to exceed the amounts set forth in the inclement weather portion of the budget set forth in **Exhibit B to this Amendment #5**, attached hereto and incorporated by reference herein. Consideration is on a reimbursement basis in accordance with the budget set forth in Exhibit B to this Amendment #5. Because the Inclement Weather Work is on an on-call or as-needed basis, and the exact amount of Inclement Weather Work, if any, is unknown, nothing in this Amendment #5 shall be construed as a promise to pay Contractor the full amount budgeted for Inclement Weather Work. Funding for Inclement Weather Work was previously added to this Contract through Amendment #4 and as such, no additional funds are included as part of this Amendment #5.

In consideration for Contractor performing the additional Outreach Work, County may pay Contractor an amount not to exceed **\$266,756.00**. Consideration is on a reimbursement basis in accordance with the budget set forth in Exhibit B to this Amendment #5.

ORIGINAL CONTRACT	\$ 760,446.72
AMENDMENT #1	\$ 87,000.00
AMENDMENT #2	\$ 783,260.12
AMENDMENT #3	\$ 50,000.00
AMENDMENT #4	\$ 87,000.00

<u>AMENDMENT #5</u>	<u>\$ 266,756.00</u>
TOTAL AMENDED CONTRACT	\$ 2,034,462.84

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.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

ANTFARM

Two Foxes Singing

10/13/2024

Authorized Signature

Date

Clackamas County

Signature

Date

Two Foxes Singing, Executive Director
Name / Title (Printed)

Name

Title

Approved as to Form:

County Counsel

Date

**EXHIBIT A
SCOPE OF WORK**

Inclement Weather Shelter Services Program Design

Contractor will provide inclement weather services (“Inclement Weather Work”) to County on an on-call or as-needed basis.

When County requires Contractor to perform Inclement Weather Work, it will notify Contractor that such services will be required. County expects it will require Contractor to perform Inclement Weather Work for warming shelters, cooling shelters, or smoke shelters but County may, in its sole discretion, require Inclement Weather Work for other purposes. Inclement Weather Work for warming shelters, cooling shelters, or smoke shelters will generally be required as follows:

a. Warming Hotel/Motel Shelter

County will require Contractor to provide staffing and support services to County provided hotel/motel based shelter on days or nights when the actual temperature or wind chill temperature is predicted by the National Weather Service to be 33 degrees Fahrenheit or below, including wind chill factor. Examples of when a warming shelter may be activated outside of temperature reasons include, but are not limited to, predicted high winds, flood watches, flood warnings, or extremely heavy rain.

b. Cooling Hotel/Motel Shelter

County will require Contractor to provide staffing and support services to County provided hotel/motel based shelter on all nights when the National Weather Service has declared that the region will be under a Heat Advisory, Watch, or Warning between the hours of 8pm and 8am. Cooling shelter may also be activated when weather conditions do not meet the criteria above, but County determines if operation of a warming shelter is in the County’s best interest. All cooling shelters *must* have air conditioning in each hotel/motel room.

c. Smoke Hotel / Motel Shelter

County will require Contractor to provide staffing and support services to County provided hotel/motel based shelter in the event of certain smoke or air quality events. These air quality events include whenever the Air Quality Index (AQI) reaches the “unhealthy” level due to fire or other emergency. This information can be found at airnow.gov. County will endeavor to provide as much prior notice of the need for Contractor to provide Inclement Weather Work as is reasonably practicable. However, the parties understand and agree that the County’s need for Inclement Weather Work is based on severe weather conditions and as such, prior notice may be limited.

Nothing herein shall be construed as prohibiting Contractor, if permitted by applicable law, to provide emergency shelters that it chooses to operate on days or nights that are not approved by Clackamas County for extreme weather or smoke activation. However, unless authorized by County, Contractor will not receive reimbursement from the County for those days or nights.

Outreach and Engagement Program Design

Contractor will provide supportive services through site-based and mobile outreach and engagement to people entering their designated location using their array of basic need services. Contractor's direct outreach methods will incorporate the provision of safety on the street's resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. Contractor will participate in or facilitate "warm hand off", connections to shelter, housing navigation, and rental assistance resources.

This program will work with the Clackamas County Housing Services Team (HST) Outreach and Engagement (O&E), Safety off the Streets (SoS), Navigation (NAV), and Supportive Housing Case Management (SHCM) Program planners to provide engagement, problem solving, matching, warm hand-offs to services, re-location assistance and support as needed.

All referrals for Outreach and Engagement will come from ongoing community interaction, Coordinated Housing Access (CHA), street outreach programs, and through coordination with HST staff and the by name list (BNL). Outreach must be prioritized for the people with the highest safety and health vulnerabilities (and their household members). The Contractor will work with the HST to establish and/or approve prioritization policies.

The program will assist no less than **400** households, this includes contacts and full engagement of services. Contacts are considered brief with some funding being spent on individual services or supplies. Full engagement includes ongoing frequent documented contact with households and a connection to long term housing services or resources

Housing First Aid/diversion, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Aid/diversion training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) outreach efforts, and collecting information for the Built for Zero initiative are required as an outreach and engagement provider. Built for Zero is an initiative led by national non-profit Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally. Contractor will provide HST with information regarding the days and times during which their outreach services will be readily available.

Contractor must provide connections to housing navigation and supportive housing case management services, rental assistance resources, complete CHA screening, and all required Homeless Management Information System (HMIS) data entry. Services offered by Contractor must be voluntary for participants and must be based on participants' stated needs and preferences. However, Contractor may set policies and expectations for participants to follow when accessing outreach and engagement services. Reference available HST guidance and procedures for non-engagement of individuals, coverage, safety, and partnerships. When exit to a housing resource is not an option, please connect individual to other safety on the street's resources if available.

Contractor will communicate in a timely manner to HST and engage participants any changes in operations or schedule that may affect the previously established days and times when their services will be available to the community.

Services offered must include, but are not limited to:

- Provision of safety on the streets resources (e.g., food, survival gear, toiletries)
- Assistance in identification and removal of barriers to permanent housing placement
- Completion of CHA assessment as soon as possible upon engagement
- Information about and assistance in connecting to mainstream services and benefits (e.g., SNAP, Oregon Health Plan enrollment, behavioral health day centers, food pantries)
- Build trusting relationships with participants
- Housing First Aid/diversion: All people will be offered Housing First Aid or rapid resolution conversation
- Assistance obtaining appropriate documents to access housing, employment, and other needed services, with consideration for the needs of immigrant/vulnerable populations.
- Individualized resource referral and connection, including mental and physical health, as needed.
- Outreach, including to pre-identified people on by-name list, with the goal of connecting to longer-term housing resources and/or shelter.
- If participant is unable to engage semi-independently, support timely transition to higher level of care or long-term residential treatment programs.
- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions

In addition to the above, Contractor agrees to accomplish the above work under the following terms:

- Utilize a trauma informed approach, including techniques outlined in the Guiding Principles and Expectations below.
- Actively participate in training, coordination, case conferencing and other meetings as required by HST. Including participation in city/community outreach meetings within service area.
- Maintain active communication with HST Program Planner, including but not limited to ongoing communications regarding best practices, HST program policies, information tracking, and participant trends or issues.
- Target highly visible or heavily used service sites for outreach or as assigned by HST
- Document and certify eligibility of each adult household member as either Population A or Population B, in accordance with Exhibit F.
- Outreach and Engagement may not categorically exclude persons fleeing domestic violence.
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible. See program coordinator for additional policy support.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines.

Outreach and Engagement Goals and Benchmarks

Outcome	Goal	Data Source
Data Completeness	95% of data quality across all HMIS data elements within 10 business days of contact	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Housing Stability	On avg, the amount of time from 1 st contact to program engagement will no more than 30 days.	HMIS
Effective Services	Make 1 st effort at contact with people referred from by name list within an avg of 5 business days. Complete CHA assessment/BNL entries of newly homeless within 3 days of engagement Contact made with at least 400 households within the 1 st 12 months of Amendment #5 50% of participants with at least 1 contact will fully engage in services 90% of eligible service area has adequate outreach coverage	HMIS GIS Tool
Ending Homelessness	At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with Contractor services.	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams app) /Sign in sheets

Benchmarks and Timeline:

1. Hire 100% of staff within 90 days of execution of this Amendment #5.
2. Complete HMIS training for at least one staff member within 90 days of execution of this Amendment #5.
3. All program staff to complete Housing First Aid/Diversion training within 180 days of execution of this Amendment #5.
4. Submit Contractor program manual and grievance policy within 180 days of execution of this Amendment #5. Grievance policy must be provided to all clients at intake and as requested.
5. Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
6. Staff will participate in BNL Case Conferencing within 30 days of being hired.
7. Staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e., Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

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/not making progress on goals
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark/not making progress on goals
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark/not making progress on goals
 - 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 below
2. Adhere to all applicable Fair Housing laws
3. Support Contractor in creating policy manual, as needed
4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Aid/diversion training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
8. Connect all contracted programs with the overall system of services for people experiencing homelessness
9. Support both formal and informal partnerships between provider organizations, including those newly formed
10. 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
11. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
12. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
13. Assist with program access prioritization, as needed
14. Incorporate participant voice in programming decisions
15. Maintain effective working relationships with contracted providers

16. Attend training and community/systems meetings
17. Provide or assist with creation of necessary participant/program forms
18. 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.
19. Coordinate with Contractor to participate in by-name-list case conferencing meetings
20. 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. Work with HST to continually improve on performance targets
3. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
4. Prepare an annual participant feedback report
5. 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. Work with Contracted providers to continually improve on performance targets
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with Contractor
7. Monitor for contract compliance

Contractor will be required to follow all County policies including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

**EXHIBIT B
BUDGET**

2024-2025 Budget		
Budget Category	Narrative/Description	Funds Requested
Outreach & Engagement - EO		
Personnel		
Outreach Specialists	2 FTE Antfarm	\$ 130,000.00
Taxes & Benefits	2 FTE	\$ 32,500.00
Outreach & Engagement - EO Personnel Subtotal:		\$162,500.00
Program Operations		
Office Space/Resource Ctr	AntFarm	\$ 50,000.00
Mileage	Ant Farm	\$ 7,000.00
Office Supplies	Ant Farm	\$ 3,000.00
Outreach & Engagement - EO Program Operations Subtotal:		\$60,000.00
Client Services		
AF Trash Clean Ups	AntFarm	\$ 20,000.00
Outreach & Engagement - EO Client Services Subtotal:		\$20,000.00
Indirect Administration		
Indirect Administration	10% de minimus	\$ 24,256.00
Outreach & Engagement - EO Indirect Subtotal:		\$24,256.00
Outreach & Engagement EO Total:		\$266,756.00
Inclement Weather - SHAP		
Personnel		
Shelter Staffing	on-call shelter staffing	\$ 73,100.00
Inclement Weather - SHAP Personnel Subtotal:		\$73,100.00
Program Operations		
Mileage		\$ 1,000.00
Supplies		\$ 5,000.00
Inclement Weather - SHAP Program Operations Subtotal:		\$6,000.00
Indirect Administration		
Indirect Administration		\$ 7,900.00
Inclement Weather - SHAP Indirect Subtotal:		\$7,900.00
Inclement Weather - SHAP Total:		\$87,000.00
FY 2024-2025 Budget:		\$353,756.00