

November 4, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a contract between Housing Authority of Clackamas County (HACC) and Impact NW to provide Supportive Housing Case Management and Housing Navigation and Placement. Not to Exceed \$267,225.00
No County General Funds Involved

Purpose/Outcomes	Approval to execute the contract between HACC and Impact NW to provide housing navigation and placement as well as supportive housing case management services for the Supportive Housing Services Program
Dollar Amount and Fiscal Impact	Total value for the contract over the contract terms is \$267,225.00
Funding Source	Supportive Housing Services Program funding as identified and approved by the Board of County Commissioners – No County General Funds are involved
Duration	Upon signature through October 31, 2022
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	10/04/21; Andrew Naylor
Contact Person	Jill Smith, HACC Executive Director 503-742-5336
Procurement Review	This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement.
Contract No.	Contract No. 10364

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S) of Clackamas County, requests approval to execute a contract with Impact NW to provide supportive housing case management services and housing navigation and placement services for the Supportive Housing Services Program (SHS Program). The SHS Program is focused on providing permanent supportive housing and supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

On August 5th, HACC issued a Request For Proposals (RFP) #06-2021 for supportive housing case management and housing navigation and placement services for the initial roll out of the SHS Program. This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. HACC received eleven (11) applications which were evaluated by members of the Continuum of Care Steering Committee (CoCSC), as the inclusive decision making body for the SHS Program as outlined in the Clackamas

County Local Implementation Plan (LIP). The five highest scoring applicants were notified of their award on September 2nd. Impact NW was awarded to provide both supportive housing case management and housing navigation and placement services.

Impact NW has extensive experience serving vulnerable populations in need of housing assistance and supportive services throughout Oregon, including Clackamas County. Each year their staff assist approximately 20,000 people with comprehensive stabilization and strengthening services in a multitude of programs throughout Oregon and Washington. Through this contract they will provide housing navigation and placement for at least 10 households and supportive housing case management services to at least 20 households.

Impact NW will be providing housing navigation and placement services to assist households in locating and securing permanent housing by assisting them in overcoming any barriers they may be experiencing. They will link households to rent assistance vouchers programs including the Regional Long-term Rent Assistance Program (RLRA) and will also link them to ongoing Supportive Housing Case Management as needed to stay stably housed.

Impact NW will be providing Supportive Housing Case Management to households needing additional wrap-around services in permanent placements. Supportive housing case management is often the missing piece that when added to rent assistance programs can lead to greater housing success.

The initial population served by this contract will be those transitioning from time-limited or temporary emergency housing to more permanent housing solutions. The contract also allows for additional households to be served as capacity and funding allows. This contract will secure services for one year with options to extend and expand to add new households for up to three additional years.

Together, providers awarded through this first successful RFP will be able to assist approximately 100 households with housing navigation and placement services and approximately 200 households with supportive housing case management services and begin the roll out of the SHS Program.

RECOMMENDATION:

Staff respectfully recommends that the Housing Authority Board of Clackamas County approve the contract between Impact NW and HACCC to provide supportive housing case management and housing navigation and placement services for the SHS Program. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign on behalf of the Housing Authority Board.

Respectfully submitted,



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

**HOUSING AUTHORITY OF CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 10364**

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Impact NW ("Contractor") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide housing navigation and placement as well as supportive housing case management services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty Seven Thousand Two Hundred Twenty Five dollars (**\$267,225.00**), for accomplishing the Work required by this Contract. Consideration rates are on a fixed budget basis in accordance with the costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that HACC's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government ("Metro") under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. See Exhibit C.

Invoices shall reference the above Contract Number and be submitted to: Housing Authority of Clackamas County, HACCAP@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and HACC Contacts.

Contractor	HACC
Administrator: Kendra Johnson Phone: (971) 238-9895 Email: kjohnson@impactnw.org	Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. 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. HACC 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.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the

jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, Clackamas County, and their officers, elected officials, agents and employees (“Indemnified Parties”) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Indemnified Parties, nor purport to act as legal representative of the Indemnified Parties, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for the Indemnified Parties, nor shall Contractor settle any claim on behalf of the Indemnified Parties without the approval of the Clackamas County Counsel’s Office. The Indemnified Parties may, at their election and expense, assume provide housing navigation and placement as well as supportive housing case management services their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 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. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas 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: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or HACCSHS@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 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"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, 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 accident for Bodily Injury and Property Damage.

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or HACCSHS@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice

HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata permitted annual costs incurred as of the date of the notice of termination, less any amounts previously paid to Contractor by HACC and any setoff to which HACC is entitled. As used herein, "permitted annual costs" means those costs identified in the budget set forth in Exhibit B, Personal Service Contract Budget, and incurred in accordance with this Contract.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information

of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of HACC may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to HACC only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; HACC accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, HACC consents to such use by any other public agency.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Impact NW

Housing Authority of Clackamas County



09/30/2021

Tootie Smith, Chair

Date

Authorized Signature

Date

Approved as to Form

Name: Andy Nelson, Executive Director

10/4/2021

County Counsel

Date

Oregon Business Registry # 078955-19

Domestic Non Profit Organization
Entity Type / State of Formation

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

SHS PROGRAM GUIDING PRINCIPLES AND EXPECTATIONS

I. Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the HACC SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.

- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.

- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness. Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations (in addition to any items above):

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC

Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist approximately 10 households in moving from the **designated hotel/motel shelter** setting (defined here as the motel shelter program funded directly by the County as part of its COVID-19 response efforts, or any other motel program funded by Clackamas County, with a population served designated by HACC) into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will provide connections with supportive services and any necessary re-location navigation, after initial housing placement. The goal will be to move approximately 10 households into permanent housing within six months.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement. Such provision of supplies will be considered an allowable expense under client assistance flexible funds.

The expected navigator to participant ratio is 1:10.

Housing navigation must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- 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.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

Housing Navigation & Placement Program Benchmarks

To indicate program success, Contractor must meet the following benchmarks:

Timeline

1. Hire at least 75% of staff and enroll the first participant within 30 days of Contract execution;
2. Place at least one household into permanent housing within 45 days of Contract execution;

3. Place the higher of 2 households or 10% of total contracted households within 60 days of Contract execution;
4. Place 50% of total contracted households within 90 days of Contract execution;
5. Place 75% of total contracted households within 150 days of Contract execution;
6. Place 100% of total contracted households within 180 days of Contract execution; and
7. Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

*percent based on # of households contracted

The program will be expected to follow the timeline below, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
 - Monitoring meeting with SHS Team 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.

HACC will use HMIS data to verify benchmark achievement. Contractor is expected to notify HACC through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

Supportive Housing Case Management (“SHCM”) Program Design

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, as well as households who have obtained housing from the designated motel shelter program in maintaining that housing within the Metro jurisdictional area. Additionally, this program will work with the navigation program if re-location housing navigation services are needed after initial permanent housing placement.

Those permanently housed by the navigation component in this Contract will receive a warm hand-off into this supportive housing program. Subject to availability of funds, as determined by HACC in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. HACC will also provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

This program will assist approximately 20 households with supportive housing case management. Households are in scattered-site rental units within the Metro jurisdictional area. The expected case manager to participant ratio is 1:20. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Specific components of supportive housing case management include, but are not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly.
- Highly flexible services tailored to meet the needs of each household must be offered.
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - Ongoing relational support
 - Assistance responding to RLRA requirements including inspections and paperwork completion
 - Act as a landlord contact and assist in landlord relationship development
 - Education on tenant and landlord rights and responsibilities
 - Regular communication with the tenant and property management
 - Early intervention and support to address issues that could jeopardize housing stability
 - Problem solving and crisis management
 - Connection to independent living supports and/or provision of life skills training, as needed
 - Connections to education and employment opportunities
 - Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - Appropriate use of flexible funding to support housing stability goals
 - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - Coordination and connections with other supportive services as needed
 - Plan to "graduate" from housing subsidy and/or intensive housing case management services, as appropriate

Supportive Housing Case Management Benchmarks

To verify program implementation and progress toward participant success, Contractor must meet the following goals:

1. Serve participants, as assigned through case conferencing with partner agencies;
2. Communicate at least monthly with each participating household;
3. Maintain permanent housing for all program participants; and
4. Notify HACC through email if any of the goals above are not met.

If the Contractor fails to meet the requirements in #1 and 2 above, or a participant exits into homelessness (non-permanent housing situation), the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In order to identify met and unmet goals, Contractor will notify HACC through email within the timeline listed below, if any of the following occur:

1. Decline to serve a participant assigned through case conferencing with partner agencies
 - a. Contact HACC team within 72 hrs
2. Fail to communicate at least monthly with participants
 - a. Contact HACC team within 30 days

3. Exit a participant to a homeless housing situation
 - a. Contact HACC team within 72 hrs

Notification with an acceptable explanation may avoid progressive action.

III. 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 above
2. Equity
 - a. In alignment with HACC policies and procedures and in coordination with HACC SHS program staff, develop/implement a plan to ensure culturally responsive service delivery including:
 - Ensure access to services for people who do not speak the primary language of the service provider
 - A plan to provide services equitably to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees, recognizing intersectionality
 - A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
 - Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis
 - b. Prioritize vulnerable populations
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
3. Coordination
 - a. All program participants must be screened through CHA and effectively matched with the most appropriate and available services.
 - Where participants are already in permanent housing, this step is only appropriate if planning to refer to retention services outside of the Contractor
 - b. Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.
 - c. Attend training, community/system networking meetings, and case conferencing meetings as reasonably required by HACC.
4. Services
 - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Services are aligned with Housing First principles (see Addendum – Definitions)
 - All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
 - Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
 - Services are highly flexible and tailored to meet the needs of each household
 - Diversion is attempted at every program “door,” when appropriate
 - Vulnerable populations are prioritized

- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
 - A written termination and/or exclusion policy that appropriately protects the interests of participants by:
 - applying a trauma and equity lens to evaluating rule violations
 - imposing sanctions short of termination whenever reasonably possible
 - informing the participant in clear terms of the reason for their termination and/or exclusion from the program
 - outlines the process for grieving the decision
 - Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
5. Participant Voice
- a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Participants lead development of their own individual service plans
 - All services are voluntary and that no participant is required to participate in a particular activity in order to receive services
 - Integrate participants (and/or those who were eligible but did not to participate) in decision-making during program/service development, delivery, and evaluation
 - An accessible and transparent grievance process for both program participants and those who were not offered services. Process must be reviewed and approved by HACC
 - b. Administer instrument to gather participant feedback, to be developed in coordination with and reviewed and approved by HACC
 - c. People with lived experience, who participate in decision-making and program development, will be paid for their time and expertise
6. General
- a. Provided services will be provided free of charge to participants
 - b. Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
 - c. All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
 - d. Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
 - e. Adhere to all applicable Fair Housing laws
 - f. Provide staff and volunteers access to opportunities for continuing education on effective practices and approaches
7. Overall Program-specific
- a. If all contracted households have been served and there is existing staff capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:
 - Additional households to SHCM will be referred through CHA and supported with NP assistance
 - Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses
 - Vulnerable populations will be prioritized
 - i. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - ii. Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness

8. Housing Navigation and Placement Program
 - a. Administer the housing navigation and placement program design set forth above
 - b. Maintain a provider to participant household ratio of not less than 1:10 unless otherwise authorized by HACC
 - c. Assist approximately 10 households in moving from the designated hotel/motel shelter setting into permanent rental housing within the Metro jurisdictional boundaries
 - d. Will implement benchmarks as outlined above
 - e. Participate in case conferencing meetings to coordinate with partner organizations, including designated COVID hotel/motel shelter provider, and determine which participants will be served by which Contractor.
 - Participant preference will be accommodated, whenever possible
 - f. Coordinate and communicate with designated COVID hotel/motel shelter providers to provide a warm hand-off from shelter to navigation and placement services
 - g. Provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff)
 - h. Provide connections with supportive services
 - i. Provide any necessary re-location navigation, after initial housing placement, as directed by SHS team
 - j. Make multiple, progressive efforts to engage each household, currently staying in the hotel/motel program, in a housing search plan
 - k. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement.
 - l. Provide the following services
 - Check-ins at least weekly with all participating households
 - Assessment of housing barriers, needs and preferences
 - Support and flexible funds to address immediate housing barriers
 - Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance
 - 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
 - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
 - Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs
9. Supportive Housing Case Management (SHCM)
 - a. Administer the SHCM program design set forth above
 - b. Maintain a provider to participant household ratio of 1:20 unless otherwise approved by HACC
 - c. Assist approximately 20 households with supportive housing case management within the Metro jurisdictional boundaries
 - d. Will implement goals as outlined in the SHCM goals section
 - e. Provide services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability
 - f. Assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area
 - g. Accept a warm hand-off from the navigation and placement program
 - h. If relocation housing navigation services are needed after initial placement, work with the navigation program within the Contractor to successfully relocate
 - i. Specific components of supportive housing case management shall include, but are

not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - i. Ongoing relational support
 - ii. Assistance responding to RLRA requirements including inspections and paperwork completion
 - iii. Act as a landlord contact and assist in landlord relationship development
 - iv. Education on tenant and landlord rights and responsibilities
 - v. Regular communication with the tenant and property management
 - vi. Early intervention and support to address issues that could jeopardize housing stability
 - vii. Problem solving and crisis management
 - viii. Connection to independent living supports and/or provision of life skills training, as needed
 - ix. Connections to education and employment opportunities
 - x. Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - xi. Appropriate use of flexible funding to support housing stability goals
 - xii. Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - xiii. Coordination and connections with other supportive services as needed
 - xiv. Create a plan to "graduate" from housing subsidy and/or intensive housing case management services for each household
 - a. All households identified as meeting Population B (defined here as households who are experiencing or at risk of experiencing homelessness who are otherwise not Population A) will have a plan to "graduate" from subsidy and intensive case management
 - b. Households identified as meeting the Population A (defined here as households experiencing or at imminent risk of experiencing long term homelessness, with one or more disabling conditions, and who have incomes less than 30% AMI) will have a plan to "graduate" from subsidy and/or intensive case management, as appropriate
 - xv. Provide on-going, limited housing retention and crisis intervention to those who have "graduated" from intensive services, but continue to require a rental subsidy
- j. Provide case management services dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by "graduating" from rental subsidy and/or intensive case management

IV. HACC SHS team responsibilities:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Adhere to all applicable Fair Housing laws
3. Support in creating policy manual, including sharing examples
4. Provide quarterly "data report cards" pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and diversion training
7. Coordination, support, and/or facilitation of provider meetings, including case

- conferencing meetings, as needed
8. SHCM- pay monthly rental subsidies and deposits directly to the landlord with RLRA program
 9. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
 10. Connect NP and SHCM programs with the overall system of services for people experiencing homelessness
 11. Support both formal and informal partnerships between provider organizations, including those newly formed
 12. 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 Disorder treatment
 13. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
 14. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
 15. Assist with program access prioritization, as needed
 16. Incorporate participant voice in SHS programming decisions
 17. Maintain effective working relationships with contracted providers
 18. Attend training and community/systems meetings
 19. If all hotel/motel program participants have moved out of the hotel/motel, and there is additional funding for navigation and placement, direct NP programs to partner with other existing housing programs
 20. Give at least 30 days' notice for changes in program participant demographics
 21. Provide or assist with creation of necessary participant/program forms
 22. Support Contractor in identifying households in the designated COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management
 23. Coordinate with Contractor to serve people on CHA waitlists, if necessary
 24. Apply the process as outlined in Navigation and Placement Benchmark and the SHCM goals sections described above

V. Reporting Requirements

Contractor will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
 - a. Complete all necessary initial HMIS data entry training within one month of contract execution
 - b. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
 - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
 - e. Correct data quality, missing information, and null data errors as specified by SHS Data team within 14 days after the end of each fiscal quarter or as requested.
 - f. Collect, at minimum, universal data elements which include demographic information on all clients at entry

- g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
- h. Ensure only authorized Contractor staff, trained by HACC, shall access the HMIS software
2. Complete narrative sections of quarterly “report cards” within 30 days of receipt
3. Quarterly “report cards” 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. Navigation and Placement
 - i. Number of households served
 - ii. Length of time from program enrollment to permanent housing placement
 - iii. Number of households placed
 - iv. Number of relocations requested vs completed
 - d. Supportive Housing Case Management
 - i. Number of households served
 - ii. Bed/Unit utilization
 - iii. Rates of Permanent Housing
 1. Maintenance of housing in program
 2. Exits to other permanent housing
 3. Relocations within program to another PH unit
 4. Post-exit follow-up PH retention rates
 - iv. Rates of increased access to income and benefits
 - e. Narrative responses to questions that align with the Guiding Principles and Expectations
4. Work with HACC to finalize, then continually improve the quarterly “report card” template
5. Work with HACC to finalize, then continually improve on performance targets
6. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit
 - a. Enter the results into HMIS
7. Prepare an annual participant feedback report
8. Submit to monitoring for contract compliance

HACC will:

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 quarterly “report card” to Contractor
5. Work with SHS-funded agencies, as a group, to finalize, then continually improve the quarterly “report card” template
6. Work with HACC to finalize, then continually improve on performance targets
7. Work with Contractor to identify strengths and weaknesses apparent in programming through data
8. Review and identify strengths and weaknesses from participant feedback report with Contractor
9. Monitor for contract compliance

Program Design

If all contracted households have been served and there is existing staff and funding capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:

- Additional households to SHCM will be referred through CHA and supported with NP

assistance.

- Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses.
- Vulnerable populations will be prioritized
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET**

RFP #06-2021 Budget		
Line Item Category	Narrative/Description	Funds Requested
Housing Navigation/Placement Services		
Staff Salaries	1.243 FTE	\$ 59,920.00
Fringe Benefits	33%	\$ 19,775.00
Taxes		
Telecommunications	Cell and IT allocation	\$ 2,950.00
Office Equipment	Laptops for 1.5 FTE	\$ 1,800.00
Office Supplies		\$ 300.00
Mileage	Estimated need @federal reimbursement rate	\$ 2,400.00
Insurance	Liability insurance allocation	\$ 5,870.00
Office Occupancy/Rent	Occupancy allocation	\$ 5,370.00
Education/Training		
Program Expenses		\$ 300.00
Client Move-in Costs		
Relocation Costs	Funds for the potential relocation of households currently in housing which need to be placed in a new unit.	
Client Services/Flexible Funding	Flexible funds to be used for application fees, move ins, utilities, basic needs and other stabilization/emergency costs.	\$ 15,000.00
Housing Navigation/Placement Subtotal:		\$ 113,685.00
Supportive Housing Case Management Services		
Staff Salaries	1.243	\$ 59,920.00
Fringe Benefits	33%	\$ 19,775.00
Taxes		
Telecommunications	Cell and IT allocation	\$ 2,950.00
Office Equipment	Laptops for 1.5 FTE	\$ 1,800.00
Office Supplies		\$ 300.00
Mileage	Estimated need @federal reimbursement rate	\$ 2,400.00
Insurance	Liability insurance allocation	\$ 5,870.00
Office Occupancy/Rent	Occupancy allocation	\$ 5,370.00
Education/Training		
Program Expenses		\$ 300.00
Client Services/Flexible Funding	Flexible funds to be used for application fees, move ins, utilities, basic needs and other stabilization/emergency costs.	\$ 20,000.00
Supportive Housing Case Management Subtotal:		\$ 118,685.00
Administration		
Indirect Administration		\$ 34,855.00
Administration Subtotal:		\$ 34,855.00
Total Funds Requested		\$ 267,225.00

EXHIBIT C PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

Date(s) of Goods/Services	Description - Please provide a <i>detailed</i> description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small>	Contracted Budget Line Item Category	Population A/B	Funds Requested
INVOICE				
Health, Housing & Human Services CLACKAMAS COUNTY FYXX (xx/xx/xxxx-xx/xx/xxxx) Fill in actual costs & submit electronically to HACCSHS@clackamas.us				
Contractor: _____		Billing Period (Month/Year): _____		
Project: _____		Contractor Invoice #: _____		
Address: _____		Contract #: _____		
Contact: _____		Contract \$ Maximum: _____		
Phone #: _____		Contract Term: _____		
Email: _____				
Housing Navigation/Placement Services				
Housing Navigation/Placement Subtotal:				\$ -
Supportive Housing Case Management Services				
Supportive Housing Case Management Subtotal:				\$ -
Indirect Administration				
Administration Subtotal:				\$ -
Capacity Building For Culturally Specific Providers				
Capacity Building for Culturally Specific Providers Subtotal:				\$ -
Short-term Rent Assistance				
Short Term Rent Assistance Subtotal:				\$ -
Total Funds Requested:				\$ -
<small>This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.</small>				
<small>PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.</small>				
<small>CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.</small>				
Prepared by: _____		Date: _____		
Authorized Signer: _____				
<small>HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045 Direct Line: (503) 655-8267 Fax: (503) 655-8676 HACCSHS@clackamas.us</small>				

Mileage Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

Contractor _____	Billing Period (Month/Year) _____
Project _____	Contractor Invoice # _____
Address _____	Contract # <u>XXXX</u>
Contact _____	
Phone # _____	
Email _____	

Date of Travel	Name of Personnel and Client Served	# of miles traveled	Funds Requested
			\$
			\$
			\$
			\$
			\$
			\$

Mileage Subtotal	\$
-------------------------	-----------

This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____ **Date:** _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 HACCSHS@clackamas.us

**Personnel Reimbursement Supplemental Form
FYXX (xx/xx/xxxx-xx/xx/xxxx)**

Fill in actual costs & attach to the associated invoice

Contractor _____	Billing Period (Month/Year) _____
Project _____	Contractor Invoice # _____
Address _____ _____	Contract # _____ XXXX
Contact _____	
Phone # _____	
Email _____	

Days Worked	Name of Personnel	# of Hours Worked	Hourly Rate	Funds Requested
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Subtotal			Personnel	\$

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

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EXHIBIT D PERSONAL SERVICES CONTRACT DEFINITIONS

Culturally Responsive and Culturally Specific Services

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.

Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

November 4, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%.
No County General Funds Involved.

Purpose/Outcomes	Approval to lease approximately 800 square foot office space at 146 Molalla Ave, Oregon City to Central City Concern for the LEAD® program
Dollar Amount and Fiscal Impact	Lease revenue is \$5,400 annually with an annual increase of 3%
Funding Source	No County Funds are involved
Duration	3 year lease
Previous Board Action/Review	N/A
Counsel Review	Lease approved by County Counsel on 8/24/2021
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336

BACKGROUND:

The Housing Authority of Clackamas County currently owns a small office space over a storage garage at 146 Molalla Ave, Oregon City OR 97045. The space has been utilized by different County departments in the past. The office has room for three Central City Concern staff members to operate the LEAD® program in Clackamas County. The vast majority of client care is being delivered in the community with the office space being utilized for administrative tasks and not direct client care. This lease agreement would lease the office space to Central City Concern staff for 3 year period which would generate \$5,400 annual revenue to HACC with an annual increase of 3%

LEAD® is a pre-booking diversion program that was developed in Seattle, WA in 2011 and has now been replicated in four other jurisdictions around the country. LEAD® allows police officers to redirect low-level offenders involved in drug activity to intensive case management tailored to the individual's needs instead of jail and prosecution. The goals of this innovative approach are to reduce the harm that a drug offender causes him or herself and the surrounding community, reduce recidivism rates for low-level offenders, reduce the number of low level offenders in jail and decrease the number of people of color prosecuted for low-

level drug possession. Participation is voluntary but requires completion of an in-depth assessment within 30-days of arrest for the case not to be filed.

Central City Concern has been contracted to provide intensive case management services for LEAD® participants. As the program progresses, stakeholders are committed to a rigorous evaluation of its impact and effectiveness and will evaluate whether LEAD® has resulted in reductions in drug use and recidivism, and is more cost-effective than traditional criminal justice response.

RECOMMENDATION:

HACC staff recommends the approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%.

Respectfully submitted,

Mary Rumbaugh

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

LEASE AGREEMENT FOR OFFICE SPACE

This lease agreement, entered into and effective upon signature of both parties, is made by and between the Housing Authority of Clackamas County, with its principal offices located at 13930 S. Gain Street, Oregon City, OR 97045 ("Lessor"), and Central City Concern, located 232 NW 6th Avenue, Portland, Oregon 97209 ("Lessee") and provides as follows;

Lessor warrants and represents that it owns that certain parcel of land located at 146 Molalla Avenue, Oregon City, OR 97045 and described as follows and found in Exhibit 1.

- Parcel Number APN 2-2E-32CB-05800. Part of Lot 1, Block 9, Mt. Pleasant, now commonly known as Holms Addition to Oregon City, Oregon, in the County of Clackamas and State of Oregon, and part of the property lying South thereof, described as: beginning at the Southeast corner of said Lot 1, Block 9, Holmes Addition aforesaid; thence South 30.00 feet; thence West 210.00 feet; thence North 85.00 feet; thence East 210.00 feet; thence South 55.00 feet to the place of beginning.

Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this lease, a portion of the Property that is described as approximately 800 square feet of finished office space located in the southwest corner of the Property with the address of 146 Molalla Avenue, Oregon City OR 97045 including kitchen, bathroom, first floor meeting area and all office space located on the second floor ("Premises"). The Premises excludes a storage room on the first floor that is accessible from a separate door.

Therefore, the parties agree as follows:

1. Term. The term of this lease shall commence on the date of occupancy, shall continue on a month-to-month basis, and shall terminate on August 31, 2024. Lessee is entitled to occupancy immediately upon the effective date of this lease.
2. Rent. Lessee agrees to pay Lessor a minimum monthly rent during the term of this lease in the amount of \$450.00 per month, payable on the first day of each month during the term of this lease, with payments to be made by mailing by U.S. Mail to Lessor's office, postmarked no later than the first day of each month during the term of this lease. Rent paid after the 5th day of the month shall be considered late and a penalty of \$25.00 shall be assessed to the Lessee's rental account.

Monthly rent shall increase annually by 3%, as set forth below:

- September 1, 2023 – August 31, 2024: \$463.00
- September 1, 2024 – August 31, 2025: \$477.00

3. Net lease. This lease is a net lease. Except as expressly provided in this lease, Lessee will be responsible for paying all costs and expenses relating to the Premises, including any real and personal property taxes, fees, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this lease, Lessee is required to pay, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this lease or by law for nonpayment of rent.

4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at: 13930 S. Gain Street, Oregon City, OR 97045

To Lessee at: 232 NW 6th Avenue, Portland, Oregon 97209

5. Parking. It is agreed that Lessee, its agents, servants, employees, customers, guests, and invitees, shall have the exclusive right to park without charge, throughout the term of this lease in available parking spaces located on the east side of the Premises except in front of the garage door and marked parking spaces along the north end of the parking lot and parking spaces along the East side of the parking except for the two marked spaces next to the neighboring house on the southeast corner of the Premises, as depicted on the map attached hereto as Exhibit 2 and incorporated by this reference herein
6. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition. Lessee acknowledges that it has examined the Premises and agrees to accept the Premises in "as-is" condition, and that Lessor has made no representations or warranties regarding the condition of the Premises or its fitness for any particular use.
7. Use. Lessee shall use the Premises as an office for the delivery of supportive services to houseless persons and shall not use or permit the Premises to be used for any other purpose.
8. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.
9. Alterations by Lessee. Lessee agrees that except for the tenant improvements contemplated in this lease, Lessee will make no alterations to the Premises without the prior written consent of the Lessor.
10. Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.
- a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the Premises to be used for or any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
- b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
11. Improvements. Lessee will not make any modification, alteration, or improvement to the Premises including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor. Any such modification, alteration, or improvement will be performed in compliance with all applicable law and in a good and workmanlike manner. Unless otherwise agreed to in writing, all modifications, alterations, and improvements will become property of Lessor.

12. Care of the Premises. Lessee agrees to take good care of the Premises including but not limited to regularly cleaning of the kitchen, bathroom and office areas; keeping parking lot free of debris and other hazards; and reporting damages or failures of any structural building components, plumbing, electrical or heating and cooling equipment.
13. Insurance and Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except to the extent caused solely by the negligent acts or omissions of Lessor.
 - a. To the fullest extent permitted by law, Lessee agrees to indemnify, hold harmless and defend Lessor, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Lessee or Lessee's employees, subcontractors, or agents; (2) Lessee's use of the Premises; or (3) Lessee's breach of this lease. However, neither Lessee nor any attorney engaged by Lessee shall defend the claim in the name of Lessor, nor purport to act as legal representative of Lessor, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Lessor, nor shall Lessee settle any claim on behalf of Lessor without the approval of the Clackamas County Counsel's Office. Lessor may, at its election and expense, assume its own defense and settlement.
 - b. Lessee shall furnish to Lessor a certificate of general liability insurance, and a certificate of renewal of such insurance from time to time throughout the term of this lease, insuring Lessee against liability for personal injury in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate (including coverages for discrimination, fair housing and ADA violations, and sexual molestation), and shall name Lessor as an additional insured on all policies required under this lease.
14. Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
15. Repairs and Maintenance. Lessor agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 5, the Property, and the Premises, and every part of them, in good condition, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand. Notwithstanding anything to the contrary in this Section 15, Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors.
16. Utilities. Lessee will pay for all utilities including, but not limited to, electricity, water and sewer, natural gas and refuse pick up.
17. Janitorial Service. Lessor will not provide janitorial services. Lessee agrees to maintain leased space clean and free of debris.

18. No Recoupment or Set-off. Lessor's obligations under this lease shall not grant Lessee the right of set-off or recoupment of rent and Lessee shall have no claim for rebate of rent or damages arising from or related to Lessor's reasonable repair and maintenance of the Premises.
19. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the Premises, at Lessor's expense, to the condition in which the Premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.
20. Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn. In the event any part of or interest in the Premises or Property is condemned, this lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the condemner, whichever first occurs, and rent under this lease shall be payable only to that date. Lessor shall return to Lessee any rent paid beyond that date. Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.
21. Assignment and Subletting. Lessee may not sublet or assign its interest under this lease without the written consent of Lessor. If permission is granted, Lessee may assign its interest in this lease, provided Lessee remains personally liable for the performance of its obligations under this lease through the remainder of the original term, together with all extensions, expansions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment.
22. Sale of Premises. Lessor may actively market the Premises for sale at any time during the term of this lease. Upon sale of the Premises during the term of this lease or any extensions, this lease shall be terminated. Lessor shall not agree to any sale terms that shorten the notice of termination period required to be given to Lessee under this lease.
23. Default. The following constitute a default under this lease:
 - a. Lessee's failure to pay any amount required to be paid by Lessee to Lessor under this lease within 10 days after written notice of such nonpayment is given to Lessee;
 - b. Lessee's violation of any term or condition in this lease following 10 days' notice and opportunity to cure;
 - c. Lessee's failure to occupy the Premises for one or more of the purposes permitted under this lease for a period of ten (10) business days or more, unless such failure is excused by Lessor;
 - d. Lessee becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed for Lessee's properties.
24. Termination
 - a. Non-default Termination: This lease may be terminated for the following non-default reasons:
 - i. By mutual agreement of the parties;
 - ii. By Lessor for the following reasons:
 1. Upon thirty (30) day's written notice to Lessee, for convenience; or

2. Immediately if Lessor fails to receive expenditure authority sufficient to allow Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this lease; or
 3. Immediately if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this lease is prohibited.
- b. Termination for Default: upon occurrence of an event of default and failure to cure, if permitted, Lessor may immediately terminate this lease upon written notice to Lessee and exercise any remedy provided herein.

25. Remedies.

- a. Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this lease:
 - i. Termination. Lessor may terminate this lease by written notice to Lessee, which is effective immediately.
 - ii. Removal. Lessor or Lessor's agent or employee may immediately or at any time thereafter, with or without terminating the lease, at Lessor's sole discretion, reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that Lessor may have, hold, and enjoy the Premises.
 - iii. Reletting. Lessor may relet the Premises, but Lessor shall not be required to relet the Premises for the purposes specified in the lease or which purposes Lessor may reasonably consider injurious to the Premises, or to any lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions Lessor determines, in its sole discretion, to be in the Lessor's best interest. To the extent allowed under Oregon law, Lessor shall not be liable for refusing to relet the Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this lease or otherwise affect such liability. Lessor, at its option, may make any physical change to the Premises that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this lease or otherwise affecting Lessee's liability.
 - iv. Damages. Whether or not Lessor retakes possession of or relets the Premises, Lessor may recover its damages from Lessee, including without limitation, all lost rentals and all costs incurred by Lessor in restoring the Premises or otherwise preparing the Premises and for reletting, and all costs incurred by Lessor in reletting the Premises.
 - v. Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the term of this lease, and no action for damages shall bar a later action for damages subsequently accruing.
 - vi. Self-Help. If Lessee at any time (a) fails to pay any tax in accordance with the provisions of this lease, (b) fails to make any other payment required under this lease, or (c) fails to perform any other obligation on its part to be made or performed under this lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this lease or from any default by Lessee and without waiving Lessor's right to take any action that is permissible under this lease as a result of the default, Lessor may, (i) perform any act on Lessee's part to be made or performed as provided in this lease, and may enter the Premises for any such purpose, and take any action that may be necessary. All payments

so made by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act will constitute additional costs payable by Lessee under this lease and must be paid to Lessor on demand. In no instance shall Lessee be entitled to attorney's fees relating to any default, remedy or self-help, even if it is determined that Lessor did not act appropriately with respect to the same.

- vii. All Other Remedies. Lessor shall have any remedy available to it in law or equity, whether or not specified herein.
- b. No Waiver. No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rental Payments during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this lease, but each and every agreement, term, covenant, and condition of this lease will continue in full force and effect with respect to any other then-existing or subsequent breach.
- c. Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise.
26. Option to Renew. Lessee is hereby given an option to renew this lease for an additional term of two (2) years after the initial 3 year term, by giving Lessor written notice on or before ninety (90) days before the expiration of the primary term of this lease. The renewal lease is to be upon the same terms, covenants, and conditions contained in this lease except as to Rent as provided in Paragraph 3 above. Lessor reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Lessee not renew this lease within ninety (90) days prior to its termination date.
27. Recordable Acceptance. Lessee agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
28. Real Estate Commission. Lessee acknowledges that Lessee contacted Lessor directly, and that no real estate commission is due or payable from Lessor. Lessee will hold Lessor and owners harmless from any claim made for a real estate commission.
29. Lessee Deposits. Lessor acknowledges that it has possession of a deposit in the amount of \$450.00 deposited by Lessee. Lessor agrees that the deposit shall, upon commencement of the term of this new lease, constitute the deposit which shall be held during the term of this lease by Lessor as security for the performance by Lessee of its obligations under this lease.
- a. In addition, on the first day of the commencement of the term of this lease, Lessee shall pay all or a prorated portion of the first month's rent in advance, as provided above.
- b. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of

Lessee's covenants and obligations under this lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.

- c. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.
- d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.
- e. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall constitute a default of this lease.
- f. If Lessee is not then in default under this lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease.

30. General Terms and Conditions

- a. Relationship. Nothing contained in this lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between Lessor and Lessee.
- b. Independent Contractor. The service(s) to be rendered under this lease are those of an independent contractor. Lessor cannot and will not control the means or manner of Lessee's performance. Lessee is responsible for determining the appropriate means and manner of performing under this lease. Lessee is not to be considered an agent or employee of Lessor for any purpose. This lease is not intended to entitle the Lessee to any benefits generally granted to Lessor's employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- c. Waiver. Failure of either party at any time to require performance of any provision of this lease shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.
- d. Integration. Except as otherwise set forth herein, this lease constitutes the entire agreement between the parties on the subject matter of this lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this lease.
- e. Further Assurances. The parties to this lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.
- f. Survival. All rights and obligations shall cease upon termination or expiration of this lease except for the rights and obligations set forth in Sections 13, 18, 25, 28, 29, and 30, and all other rights and obligations which by their context are intended to survive.
- g. Invalidity. If any term or provision of this lease or the application of the lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and

- provision of this lease will be valid and be enforced to the fullest extent permitted by law.
- h. Force Majeure. If either party's performance of an obligation under this lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, terrorism, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.
 - i. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this lease, Lessor is specifically not obligating itself with respect to any discretionary action relating to the Premises including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.
 - j. Entire Agreement; Counterparts. This lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this lease. This lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one lease.
 - k. Binding Effect. The covenants and agreements contained in this lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors.
 - l. Time Is of the Essence. Time is of the essence as to the performance of this lease.
 - m. No Third Party Beneficiaries. Lessor and Lessee are the only parties to this lease and are the only parties entitled to enforce its terms. Nothing in this lease gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this lease.
 - n. Access to Records. Lessee 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 lease. Lessor and its duly authorized representatives shall have access to the books, documents, papers, and records of Lessee, which are directly pertinent to this lease for the purpose of making audit, examination, excerpts, and transcripts. Lessee 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 lease, or until the conclusion of any audit, controversy or litigation arising out of or related to this lease, whichever date is later.
 - o. Governing Law. This lease, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between Lessor and Lessee that arises out of or relates to the performance of this lease shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Lessor of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity

based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Lessee, by execution of this lease, hereby consents to the personal jurisdiction of the courts referenced in this section.

- p. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this lease, each party shall be responsible for its own attorneys' fees and expenses.
- q. Limitation of Liabilities. This lease is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this lease or any damages of any sort arising solely from the termination of this lease in accordance with the non-default termination provisions set forth above.
- r. Merger. This lease constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this lease. No amendment, consent, or waiver of terms of this lease shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Lessee, by the signature hereto of its authorized representative, agrees to be bound by the terms and conditions of this lease.

090

[Handwritten signature]

1/20/2011

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[Faint mirrored signature from reverse side]

[Faint mirrored text from reverse side]



IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

LESSOR, Housing Authority of Clackamas County

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull

Commissioner Smith, Chair
Board of County Commissioners

Date

This instrument was acknowledged before me on _____ by _____.

Notary Public, State of _____

Notary's Typed or Printed Name

My commission expires: _____

[or Notary's Stamp]

LESSEE, Central City Concern

[Handwritten Signature]

CPO

Signature

Title

9/30/2021

Date

This instrument was acknowledged before me on *9/30/2021* by *Oscar Cardona*

Jennifer Benjamin

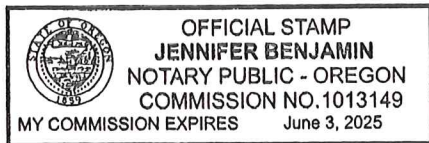
Notary Public, State of *Oregon*

[Handwritten Signature]

Notary's Typed or Printed Name

My commission expires: *6/3/2025*

[or Notary's Stamp]



County Counsel

[Handwritten Signature]

09/30/2021

Approved to Form

Date

Exhibit 1

Record of Survey of 146 Molalla Ave, Oregon City OR 97045

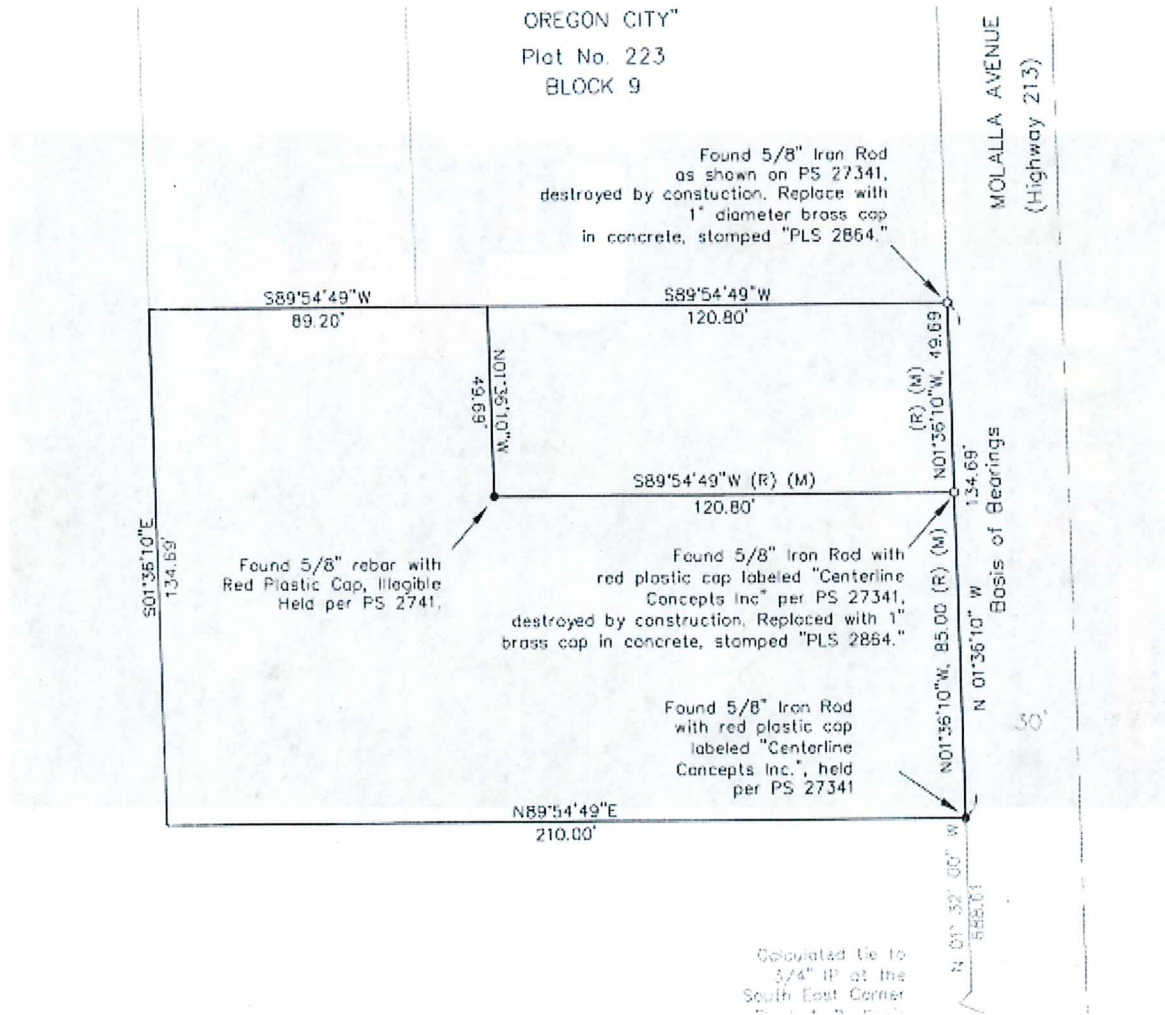


Exhibit 2

Available parking in yellow.

