



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Michael Copenhaver, Undersheriff

Jenna Morrison, Undersheriff

August 15, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with Bridges to Change for Transitional Housing Services. Contract value is \$5,966,938 over 4 years. Funding is through the Oregon Department of Corrections and Metro Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	No Previous Board Action/Review.		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Nancy Artmann	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: Bridges to Change has been providing transitional housing and mentorship services to justice involved individuals in partnership with the Parole & Probation Division since 2004.

The target population to be served will be medium to high risk post-prison individuals under supervision in the County who are transitioning from the custodial/ correctional institutions or residential treatment back into the community or individuals who need stabilization to prevent further escalation of criminal activity and have no suitable or accessible housing resource.

Services are restricted to individuals who are supervised by the Clackamas County Sheriff's Office Parole & Probation (CCSO-P&P) and reside in or are returning to the County.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

For Filing Use Only

A Tradition of Service Since 1845

Office: 9101 SE Sunnybook Boulevard, Clackamas, Oregon 97015

Mailing: 2223 Kaen Road, Oregon City, Oregon 97045

Phone: 503-785-5000 Fax: 503-785-5190 www.ClackCoSheriff.us



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #9151**

This Personal Services Contract (this “Contract”) is entered into between Bridges to Changes (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Sheriff Department, Parole and Probation Division.

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 June 20, 2028, with the option for two (2) additional two-year renewals thereafter, subject to the mutual written agreement of the parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Transitional Housing (“Work”), further described in **Exhibit A**, attached hereto and incorporated by this reference herein. All Work is subject to the additional terms and conditions set forth in Exhibit A including, but not limited to, site monitoring, performance objectives, and data collection and submission.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Five Million Nine Hundred and Sixty-Six Thousand Nine Hundred and Thirty-Eight Dollars (\$5,966,938)**, for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget in Exhibit A.
- 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 the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County 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.
Invoices shall reference the above Contract Number and be submitted to:
CCSOFinance@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 the 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.

7. Contractor and County Contacts.

Contractor Administrator: Zach Brooks Phone: 971-716-8244 Email: zbrooks@bridgestochange.com	County Administrator: Nancy Artmann Phone: 503-785-5012 Email: nartmann@clackamas.us
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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. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 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 the County 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 Clackamas County without regard to principles of conflicts of law: Any claim, action, or suit between County 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 the County 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. INDEMNITY, RESPONSIBILITY FOR DAMAGES.**
 - a. Responsibility for Damages.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees.

- b. **Indemnification and Defense of County.** The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.
- c. **Indemnification and Defense of Metro.** The Contractor agrees to indemnify, defend, save, and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.
- d. **Indemnification and Defense of The State of Oregon.** The Contractor agrees to indemnify, defend, save, and hold harmless the State of Oregon ("the State") and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State, nor purport to act as legal representative of the State, without first receiving from the State's attorney's office authority to act as legal counsel for the State, nor shall Contractor settle any claim on behalf of the State without the approval of the State's attorney's office. The State may, at its election and expense, assume its own defense and settlement.
- A. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County 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, County 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 County 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 County 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.
- B. **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 the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

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

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 County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. 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 County'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 County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County 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 County may reasonably request in order to fully vest such rights in County. 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, County shall have no rights in any pre-existing Contractor intellectual

property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County 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 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County'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 the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County 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. County'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 County 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 the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

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

20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County 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 goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
21. **NO THIRD PARTY BENEFICIARIES.** County 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 of 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 County nor Contractor shall be held responsible for delay or default caused by events outside the County 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 County to enforce any provision of this Contract shall not constitute a waiver by County 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 County 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 County 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 the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose 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 the County, 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 the County's request, Contractor will turn over to the County 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 the County that cannot adequately be compensated in damages. Accordingly, the County 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 the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County 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 the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; 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 the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County 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 the County.

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 in accordance with the standards set forth in Exhibit A. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer

31. REPORTING REQUIREMENTS. In performance of the Work, Contract shall:

- a) Execute a Homeless Management Information System ("HMIS") Participation Agreement for purposes of using regionally administered HMIS software through a contract with regional partners and ensuring such use is in accordance with the HMIS provider's policies and procedures. County anticipates a new HMIS regional structure and contract will be implemented and upon such implementation and transfer, Contractor shall, if determined by County to be necessary, execute a new HMIS Participation Agreement;
- b) Participate in the HMIS. As used herein, "participation" means:
 - i. Completing all necessary initial HMIS data entry training within one month of Contract execution;
 - ii. Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HCDD
 - iii. Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv. Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v. Correcting data quality, missing information, and null data errors as specified by HACC's Supportive Housing Services (SHS) Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi. Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;

- vii. Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;
- viii. Ensuring only authorized Contractor staff, trained by HCDD, access the HMIS software.
- c) Work with HCDD to continually improve on performance targets
- d) Conduct a post-program exit follow-up assessments at 6 months post-exit and enter the results of that assessment into HMIS.

32. RESERVED

33. RESERVED

34. 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.

Bridges to Changes

Clackamas County

Digitally signed by Zach Brooks
 Date: 2024.07.31 09:51:58 -07'00'

 Authorized Signature Date

 Chair Date

Zach Brooks, Finance Director

 Name / Title (Printed)

 Name

201316-94

 Oregon Business Registry #

Approved as to Form:

DNP/OR

 Entity Type / State of Formation

Andrew Naylor
 Digitally signed by Andrew Naylor
 Date: 2024.07.31 12:27:02 -07'00'

 County Counsel Date

EXHIBIT A SCOPE OF WORK

Contractor will provide a transitional housing and mentor services program.

1) Population to be Served

The target population to be served will be medium to high risk post-prison individuals under supervision in the County who are transitioning from the custodial/ correctional institutions or residential treatment back into the community or individuals who need stabilization to prevent further escalation of criminal activity and have no suitable or accessible housing resource.

Services are restricted to individuals who are supervised by the Clackamas County Sheriff's Office Parole & Probation (CCSO-P&P) and reside in or are returning to the County.

2) Housing, Case Management, and Support Services

Contractor shall provide to the County through its CCSO-P&P transitional housing, case management, and support services to offenders under active supervision in the County. Contractor must provide gender specific housing for 39 justice involved adults. Provide staff to operate a 12-bed home owned by the County for justice involved adults who identify as male or non-binary in need of stabilization due to mental illness and provide 8 beds for justice involved adults who identify as female or non-binary in need of stabilization due to mental illness.

3) Referrals

All referrals will be made directly from and by CCSO-P&P staff. A client referral form will be completed by CCSO-P&P staff and submitted electronically, emailed, mailed, faxed, or hand-delivered by the client to Contractor prior to the client's placement into housing services.

4) Intake

All clients referred to these services will go through an intake process to determine appropriateness for placement into Contractor's housing program. The intake process will occur on the same day as the referral unless other arrangements have been made and agreed to by the CCSO-P&P staff and Contractor. In the event a client is denied service and the referral source disputes the decision, the Parole & Probation Manager, or designee, will review the referral and mediate to resolve the dispute. For each client referred for services, Contractor will notify CCSO-P&P referral staff within one business day, as the intake, of any of the following conditions:

- a) Failure to appear for an intake interview; or
- b) Denial of placement into housing services.

5) Orientation

- a) All clients accepted into housing services will receive an orientation conducted by Contractor, within one business day of arrival at the facility. The orientation will include, but is not limited to, written and oral information about the following:
 - i. Client expectations for active participation in program services;
 - ii. Program rules and policies;
 - iii. Criteria and conditions for program completion; and

- iv. Contractor will provide translation for clients with language limitations.

- b) A release of information (“ROI”) will be completed at this time to allow for communication with relevant agencies, treatment programs, etc. to flow back and forth between the parties to assist in an informed service delivery. At a minimum, a ROI will be obtained for all criminal justice and other agencies having a direct professional interest in the client, e.g., CCSO-P&P, District Attorney’s Office, judiciary, etc. **Failure to sign such a release will immediately disqualify clients from these services.**
 - i. For clients who have been recently released from a correctional facility and have not had the time or lack the ability/resources to access food or meals, Contractor will provide a food box on the day of arrival in addition to meal assistance listed in 6. Housing Requirements below.

- c) For clients who need to complete and submit an application for tenancy (depending on the type of housing accessed), Contractor will assist the client at this time in completing and submitting the necessary paperwork.

6) Housing Requirements

- a) Housing will be safe (e.g., appropriate number of and functional smoke detectors and fire extinguishers, emergency evacuation procedures posted in the building, fully stocked first aid kits, spill containers, etc.), clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.

- b) Rooms must contain appropriate furnishings. Appropriate furnishings will include, but are not limited to: a bed, bedding, linens, bath towel, chair, table and dresser (or storage for personal items).

- c) Contractor will offer assistance with meals that includes, but is not limited to:
 - i. Referrals, as necessary, to agencies that distribute food boxes or resources that provide basic food items (especially important for recently released clients who have not yet connected with other food distribution resources).

 - ii. Referrals to or assistance with procuring SNAP benefits (food stamps).

 - iii. Provision of meals or vouchers to obtain meals.

 - iv. Contractor’s facility shall have an identified area that can be used for food preparation, cooking and storage.

- d) Contractor’s facility shall have on-site or reasonable access (2 blocks or less) to laundry facilities.

- e) Contractor’s facility shall have designated areas that can be used for counseling, interviewing and/or group sessions.

- f) Contractor will provide 24-hour supervision of housing and compliance with housing rules. To ensure adequate response and follow-through for emergency situations are available to clients at all times, Contractor will provide the following services:
- i. Resource and emergency information will be posted on each floor that provides instructions on actions to be taken regarding a fire, medical emergency, lost key, emergency maintenance, self-harm thinking, etc.;
 - ii. After-hours staff coverage or a reliable system in place that will allow for immediate response to emergencies. Coverage shall be in effect 24 hours a day, seven days a week.
 - iii. Contractor will have clear written policies and procedures concerning security and response to violations that are in effect 24-hours a day, seven days a week. Responsibilities for procedures shall be assigned to designated staff and include the following tasks:
 - a. Monitor all client appointments and other activities outside the facility.
 - b. Implement a client-sign-in and sign-out process for all appointments and activities occurring outside the facility.
 - c. Establish a centralized location that allows clients to check-in/out, which will assist in monitoring their movement and determining on-site presence or absence.
 - d. Develop a plan and process for locating clients when their whereabouts cannot be confirmed and/or who have been absent from the premises or visual sight longer than 24-hours. Included in the plan will be a communication process that immediately notifies the client's PPO.
 - e. In cases where the client is causing significant disruption/danger to the housing facility and/or other clients or is involved in a critical incident that poses a threat or risk of danger to the community, Contractor may require the client to move within 24 hours. When this occurs, Contractor will immediately notify CCSO-P&P staff of their decision and reason to terminate service.
 - f. Contractor will conduct regular room inspections or "welfare checks." Welfare checks will primarily be used to determine a client's whereabouts particularly when they have been absent from the premises or have not been seen longer than a 24-hour period.

7) Case Files

Contractor will develop and maintain a case file for each client enrolled in these services. The file will contain, at a minimum, the following:

- a. Personal client information form (one-page face sheet) that includes general and emergency identification and contact information;

- b. CCSO-P&P-developed intake and exit data forms;
- c. Appropriate releases of information;
- d. Care Plan – The plan should include domains listed on PPO Case Plan;
- e. Progress notes that reflect client’s progress on the case plan, report ongoing and consistent communication between Contractor and CCSO-P&P staff;
- f. Evidence that referrals to other agencies/services are occurring (when applicable);
- g. When financial arrangements are in effect between Contractor and client (i.e., client co- payment), the file reports and records fee collections;
- h. When substance abuse testing (e.g., urinalysis) is being performed randomly on-site, testing results are reported and recorded.
- i. Completed Care Plan.
- j. Client’s case file will contain documentation of all communications (oral and written) made to any CCSO-P&P staff. (This is particularly significant in cases where a PPO is notified of any client problems/violations and when a client exits the program.)

8) Service Coordination and Notification

To lend fundamental support to efficient/effective utilization of services and provide timely alerts to potential problems/issues that can be dealt with promptly, Contractor will complete or perform the following:

- a) Client Occupancy Report. Contractor will email a Client Occupancy Report daily to the CCSO-P&P Staff, which provides up-to-date information on the client’s housing status.
- b) Coordinated Care Planning. Prior to completing a client’s initial case plan, Contractor will solicit input from the client’s assigned PPO in the plan development. This will consist of, but is not limited to, obtaining a copy of the PPO’s case plan.
- c) Contractor will facilitate an initial meeting with client and PPO within the first 30 days, preferably in person. Thereafter, Contractor will invite the client’s assigned PPO to participate in a client staffing when it is considered conducive to the client’s progress in these services.
- d) Contractor will participate if and when the PPO requests a staffing.
- e) Process for Notification of Impending or Actual Problems.
 - i. Contractor will promptly notify the PPO and CCSO-P&P staff by phone or email of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client

program failure not later than the next working day and preferably the same working day as the occurrence.

- ii. Contractor will notify the PPO and/or CCSO-P&P staff of problem behavior that could, if continued, lead to termination of services.
- iii. If a special staffing is scheduled to address the above-referenced issues/problems, Contractor will invite the PPO and/or CCSO-P&P staff to participate.
- iv. Contractor substance abuse testing of clients. When testing is performed, Contractor shall send a copy of the urinalysis report to the PPO whose client is tested for substance abuse.
- v. Process for Notification of Client's Exit from Program.
 - a) When the client exits this program, the PPO and/or CCSO-P&P staff will be promptly notified. For program failures, this will occur no later than the next working day and preferably the same day as the occurrence. For program successes, the PPO and/or CCSO-P&P staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input when developing the Care Plan.
 - b) Contractor will send copies of the completed Care Plan, if applicable, to the PPO and/or CCSO-P&P staff within 10 working days of program exit.

9) System Coordination

- a) System Collaboration / Coordination. Contractor will routinely provide information related to the availability of services and work closely with PPO and/or CCSO-P&P staff to ensure an adequate number of referrals.
- b) Contractor will meet with designated County staff, when necessary, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operational problems.
- c) Contractor must have an agency representative available to attend Housing Review Meetings, sponsored by CCSO-P&P staff and held at CCSO-P&P location on a monthly basis unless otherwise scheduled by CCSO-P&P staff. The purpose of the Housing Review Meeting is to provide an opportunity for the housing Contractors, PPO's and CCSO-P&P staff to review client housing case plans and work together collaboratively to ensure clients will have long-term, sustainable housing upon exit from these services.
- d) Prison Rape Elimination Act. Contractor shall abide by the conditions and expectations of the Prison Rape Elimination Act ("PREA"). This includes the development of a PREA policy that captures: 1) clear definitions of what constitutes a violation of PREA, 2) client orientation/education, 3) client and staff reporting procedures, 4) critical incident reporting and investigation criteria, and 5) training of agency staff.

Contractor shall not employ individuals who have criminally or administratively been found to have

engaged in sexual misconduct or sexual abuse in a secure setting. Contractor shall check sexual offense registries as part of hiring procedures.

The County considers all PREA incidents as critical incidents. Contractor is required to contact the CCSO-P&P deputy director or designee within one working day that an incident has been brought to a staff member's attention.

10) MENTORING PROGRAM SCOPE

Contractor shall provide a mentoring program to provide added support for justice-involved individuals who need more direct assistance due to their limited or diminished physical or cognitive ability. Contractor's mentors ("Mentor or Mentors") will be matched to clients who need and/or would benefit from these services. Qualifications and duties of a Mentor are as follows:

Qualifications

General Qualifications - The Mentor must be:

- 1) Eligible to be certified by the Oregon Health Authority as a Peer Support Specialist or Peer Wellness Specialist.
- 2) Not under federal or state supervision;
- 3) Living a crime-free and pro-social lifestyle; and
- 4) If applicable, at least 5 years since released from a correctional institution and, while in prison, was never involved in or assisted with an escape or involved with contraband.

CCSO-P&P may, at Contractor's request, make exceptions for Mentors who do not meet general qualifications on a case by case basis.

Specific Qualifications - The Mentor must demonstrate the ability and capacity for:

- 1) Completing and maintaining certification through the Oregon Health Authority as a Peer Support Specialist or Peer Wellness Specialist and meet all initial and ongoing training requirements as defined by OHA;
- 2) Having a clear understanding and practical knowledge of criminal needs, risk, addiction and relapse issues;
- 3) Teaching and coaching clients on subjects/issues such as life skills, personal finance, medical access/management and self-sufficiency;
- 4) Holding clients accountable for their actions;
 - a. Knowing and familiar with community resources that would benefit this target population and the Mentor is presently active in the recovery community;
 - b. Being flexible and able to adjust their personal schedule and time to meet the client's needs;
 - c. Having strong communication skills;

- d. Being reliable, trustworthy and dependable in their personal conduct; and
- e. Commitment and willingness to work with the criminal justice population and the criminal justice system.

Duties

- 1) Provide services in a manner that demonstrate a sensitivity and understanding of the client's cultural background, criminality, developmental stage, gender identity, and must be able to serve clients identified with special need conditions, such as mental health, deaf/hearing impaired, or other mental/physical disabilities.
- 2) Provide an orientation to all prospective clients that includes, but is not limited to, establishing and maintaining appropriate boundaries and ethics.
- 3) Provide transportation and/or accompany clients to appointments to insure participation. Mentors must have a valid State of Oregon driver's license and personal automobile insurance.
- 4) Display effective crisis intervention and relapse prevention skills.
- 5) Allow visitations to occur with a client's child(ren), and work with the State of Oregon Department of Human Services (DHS), as needed.
- 6) Report to the client's PPO of any relapse or illegal activity.
- 7) Provide entry and exit information on clients, including progress reports.

PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

- 1) **Contract Monitoring** - Contractor will participate in CCSO-P&P efforts to monitor contract performance, which includes the following methods:
 - a. Site Reviews -CCSO-P&P may schedule on-site visits to review agency compliance with the Contract. Site visits are usually scheduled with Contractor, but may be conducted without notice. All site visit(s) will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.
 - b. Evaluations/Program Performance - Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by CCSO-P&P staff.
 - c. Fiscal Compliance - County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.

2) Performance Objectives

- a) Aftercare Housing Objective:
70% of clients will be admitted to housing that is safe, stable and can be verified upon exit from program services.
- b) Economic Self-Sufficiency Objective:
70% of clients upon exit will: a) be in receipt of entitlement benefits (SSI, OHP, etc.) or b) be engaged in employment services or c) be engaged in vocational training or d) be employed.
Contracted performance objectives may differ and/or change over time as negotiated between the parties.

3) Data Collection and Submission

Contractor to assist the County in collection of data as requested. Contractor will adhere to all HMIS data reporting requirements stated in Article II, Section 31 of the contract.

4) Budget and Fees

Contractor's fee structure is based on housing capacity and the full cost of peer mentor supportive services.

The full cost of a Peer Mentor is \$95,000/year (\$7,916.67/month), and includes:

- a) Wages – minimum hourly rate is \$25/hour
- b) Taxes – Budgeted at 10.45% of wages
- c) Benefits (including full cost of health insurance, 5% retirement match, short-term disability, and EAP) – Budgeted at approx. \$10K/year/FTE (with variation between staff)
- d) Electronic Health record – Budgeted at \$1,000/FTE
- e) Cell Phone – Budgeted at \$850/FTE
- f) Training (including CRM certification) – Budgeted at \$410/FTE
- g) Shared Program costs (including senior management, insurance, office space, and other non-administrative expenses) – Budgeted at \$16,670/FTE in Clackamas County (with variation between counties based on actual cost of office space and number of county staff)
- h) Administrative Indirect (which includes expenses defined by Federal Uniform Guidance) – Budgeted at Federal de Minimis 10% of program expenses

Housing is a group-living model in a residential home setting. Contractor will rent all houses for transitional housing program in Clackamas County. The monthly cost per bed is \$575 for all houses except the River Road Haven Men's Mental Health House, which is \$275 per bed. That house is owned by Clackamas County and does not have rent expense. The housing bed rate includes:

- a) Rent (except Haven)
- b) Utilities/communications
- c) Live-in House Manager personnel – Budgeted at 0.175 FTE
- d) Shared Housing Expenses (including Maintenance, Housing Supplies, UA cups, and other housing expense) – Budgeted/allocated based on total number of beds per house
- e) Administrative Indirect (which includes expenses defined by Federal Uniform Guidance) – Budgeted at Federal de Minimis 10% of program expenses

The total cost of the Contract for FY24/25 is: **\$1,218,900** and includes: Transitional Housing:

- a) 4 FTE Peer Mentors (including working Manager/Supervisor) - \$380,000.00 (\$95,000 x4)
- b) 39 Beds Transitional Housing (31 men/8 women) - \$269,100.00 (\$575 x 39 x 12 months)
- c) Cost per client = \$1,387/month at full capacity

Mental Health Housing

- a) 4 FTE Peer Mentors (including working Manager/Supervisor) - \$380,000.00 (\$95,000 x 4)
- b) 8 women's beds - \$55,200 (\$575 x 8 x 12 months)
- c) 12 men's beds at Haven House - \$39,600 (\$275 x 12 x 12 months)
- d) Cost per client = \$1,978/month

Program	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	TOTAL BUDGET
Transitional housing - 39 beds (31 men/8 women)	269,100	277,173	285,488	294,053	302,874	
Mentors 4 FTE Gen Pop (includes supervisor)	380,000	391,400	403,142	415,236	427,693	
Mentor Supervisor (included in row above)	-	-	-	-	-	
	649,100	668,573	688,630	709,289	730,568	3,446,160
Haven House - 12 beds	39,600	40,788	42,012	43,272	44,570	
Men's Mental Health Mentor 1FTE	95,000	97,850	100,786	103,809	106,923	
Men's Mental Health Mentor 1FTE	95,000	97,850	100,786	103,809	106,923	
	229,600	236,488	243,583	250,890	258,417	1,218,978
Serenity House - 8 beds	55,200	56,856	58,562	60,319	62,128	
Women's Mental Health Mentor 1 FTE	95,000	97,850	100,786	103,809	106,923	
Women's Mental Health Mentor 1 FTE	95,000	97,850	100,786	103,809	106,923	
	245,200	252,556	260,133	267,937	275,975	1,301,800
Transition Center -	-	-	-	-	-	
CSAP - Corrections Substance Mentor	-	-	-	-	-	
Client Progress Online **Cancelled 1/2020***	-	-	-	-	-	
CADC - Corrections Substance Counselor	-	-	-	-	-	
	-	-	-	-	-	
TOTALS	1,123,900	1,157,617	1,192,346	1,228,116	1,264,959	5,966,938