

December 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with Just Compassion of East Washington County for case management services to residents at Clackamas Apartments. Total Contract Value is \$371,421.25 for 7 months. Funding is through Supportive Housing Services Measure funds. No County General Fund are involved.

Previous Board Action/Review	Briefed at Issues, December 10, 2024.		
Performance Clackamas	1. This funding aligns with H3S's Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes. Andrew Naylor	Procurement Review	Yes
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing and Human Services requests approval of Contract #11889 with Just Compassion of East Washington County (Just Compassion) for supportive housing case management services.

Through its Housing and Community Development division, Clackamas County issued a request for proposals in July of this year for providers of site-based Supportive Housing Case Management Services at Clackamas Apartments. This 20-unit affordable housing residential location serves households with a severe and persistent mental illness who are at or below 50% of Area Median Income (AMI). As a result of that competitive process, Clackamas County awarded Just Compassion this Contract to provide these services.

Just Compassion is a non-profit organization experienced in case management services focused on serving households who are at-risk or are experiencing homelessness. They have developed the ability to effectively identify barriers, implement solutions to housing stability, and use research-based approaches around individual autonomy, motivational interviewing, intensive case management, and assertive community treatment to achieve participants' long-term success in their program.

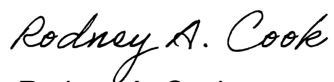
Through this Contract, Just Compassion will assist 20 households annually in maintaining permanent housing within the Metro jurisdictional area at Clackamas Apartments. The services offered will work to ensure participants sustain permanent housing either by successfully transitioning them from assistance or through providing opportunities for the ongoing assistance necessary to maintain housing stability.

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The total contract value is \$371,421.25 for 7 months, funded by Supportive Housing Services funds. No County General funds are involved.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve this Contract (#11889) with Just Compassion and authorize Chair Smith or her designee to sign on behalf of Clackamas County.

Respectfully submitted,



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



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #11889**

This Personal Services Contract (this “Contract”) is entered into between Just Compassion of East Washington County (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Health, Housing, and Human Services (“H3S”), through the Housing and Community Development Division (“HCDD”).

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 30, 2025**. This Contract may be renewed for three (3) additional one-year renewal terms, upon the mutual agreement of both parties.

Prior to consideration of any optional renewal, the County will provide Contractor with an allocation amount of funds County has determined are available for the one-year renewal term. Upon receipt of the allocation amount, the Contractor will submit a proposed annual budget to the County based on that amount. County may either agree to the proposed annual budget and exercise the renewal, negotiate with Contractor to use a different proposed annual budget, or reject the proposed annual budget and decline to renew the Contract.

- 2. Scope of Work.** Contractor shall provide Supportive Housing Case Management Services at Clackamas Apartments (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Three Hundred and Seventy One Thousand Four Hundred and Twenty One dollars and Twenty Five cents (\$371,421.25) for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget attached hereto as **Exhibit B** and incorporated by this reference herein. If any interim payment to Contractor is made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line item amounts provided the maximum Contract amount is not exceeded.

County may, in its sole discretion, advance Contractor an amount not to exceed one sixth (1/6) of the total Contract amount (the “Advanced Funds”). Contractor may only use the Advanced Funds for purposes of paying Contractor’s eligible expenses incurred between the effective date of the Contract and when Contractor’s first monthly invoice is submitted and paid. Advanced Funds may continue to be used to pay Contractor’s eligible expenses incurred from July through March on a rolling thirty-day (30) basis to ensure Contractor may perform the Work prior to County paying Contractor’s monthly invoices. However, Contractor shall continue to invoice County during the July through March time period for eligible expenses incurred on a monthly basis, in accordance with the terms and conditions of the Contract, with the Advanced Funds being used to cover eligible expenses prior to when County reviews, approves, and pays Contractor’s monthly invoices.

Contractor shall separately account for use of the Advanced Funds on a monthly basis. The parties intend that as of April of each contract year, the Contractor shall have enough Advanced Funds remaining to cover a substantial portion of the costs for remaining Work. As such, starting in April of each contract year, in lieu of an invoice, Contractor shall submit a monthly reconciliation statement of expenses incurred against the Advanced Funds. The reconciliation statement shall include the same information and supporting documentation as an invoice submitted pursuant to Article I, Section 4 of the Contract. The reconciliation statement shall document, to County's satisfaction, how the Advanced Funds were spent down on a monthly basis, including reimbursing Contractor for Work performed for each remaining month of the contract year (April through June).

For the month of the contract year when advanced funds are fully spent down, which is anticipated to be May or June, Contractor shall submit a final reconciliation statement that details the use of the remaining Advanced Funds, if any. If the Advanced Funds do not fully cover eligible Work performed by Contractor, Contractor shall submit an invoice for the remaining amounts owed. The invoice amount shall be reduced by the remaining Advanced Funds.

If there are any Advanced Funds remaining after the final reconciliation statement is submitted and no further amounts are owed to Contractor for Work performed, or if the Contract is terminated prior to expiration of its term for any reason, the remaining Advanced Funds must be returned to County within ten (10) business days of the termination date of the Contract.

Prior to County advancing the Contractor the Advanced Funds, Contractor must submit an advance request, in a form acceptable to the County, that details the amount of the Advanced Funds requested, the specific purposes for which the Advanced Funds will be used, and such other information as the County may require.

If the Advanced Funds is approved by the County, County will issue payment of the Advanced Funds within 30 days of approval.

Advanced funds do not increase the maximum compensation amount set forth above. Contractor shall not submit invoices for, and County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above.

The Advanced Funds are not intended to be used to expand the Work beyond the eligible expenses incurred for the thirty-day period.

Contractor's use of Advanced Funds for any purpose not expressly permitted by this Contract, or failure to return Advanced Funds in accordance with the provisions above, constitutes a misuse and is a breach of the Contract. Upon such breach, and in addition to any other right or remedy provided at law, in equity, or in this Contract, County may require Contractor to immediately repay all or a portion of the Advanced Funds, terminate the Contract, and/or reduce any pending invoice for Work performed by the amount of misused Advanced Funds.

Contractor understands and agrees that the County's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon the County receiving sufficient funds, as determined by the County 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 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: HCDD-AP@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, and Exhibit B.

7. **Contractor and County Contacts.**

Just Compassion of Washington County Contractor Administrator: Michael Austin Phone: (503) 406-8065 Email: michael@justcompassionewc.com	Clackamas County Housing and Community Development Division Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@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. MONITORING/ACCESS TO RECORDS.

- a. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and

records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- b. **Performance Monitoring.** Contractor shall comply with County's then-current performance monitoring practices for purposes of ensuring Contractor is performing the Work in accordance with the terms and conditions of the Contract. Each party shall bear their own costs and expenses incurred as a result of County's monitoring of Contractor's performance under the Contract. County's performance monitoring practices may include, but are not limited to, the following:
 - i. **Site Reviews.** County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with provider, but County may, in its sole discretion, conduct a site visit without prior notice to Contractor.
 - ii. **Performance evaluations.** County may, in its sole discretion, require additional performance evaluations in addition to those already set forth in this Contract. The additional performance evaluations may be performed through a variety of quality assurance and evaluation processes. i.e. HMIS, benchmarks, etc. Contractor must comply and cooperate with any County performance evaluation requirements to ensure County may fully evaluate Contractor's performance under this Contract.
 - iii. **Fiscal Compliance.** County may, in its sole discretion, conduct fiscal compliance reviews to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.
 - iv. **File Compliance.** County may request periodic review of client files to ensure all required documentation is completed, services are being provided as contracted and client funds are being used in accordance with the County's flex fund policy.
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. **Indemnification and Defense of County.** 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. 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.

- b. **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.

8. 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.

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 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"/> 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 Contact 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, 29, and 35, 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. REPORTING REQUIREMENTS.** In performance of the Work, Contractor 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.

29. 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.

30. 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 the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

31. Reserved.

32. 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 the County 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; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

33. Reserved.

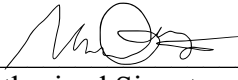
34. Reserved.

35. **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.

Just Compassion of East Washington County

Clackamas County

 11/19/2024
Authorized Signature Date

Signature Date

Michael Austin / Development Director
Name / Title (Printed)

Name: _____

Title: _____

1061257-92
Oregon Business Registry #

Approved as to Form:

Non-profit / OR
Entity Type / State of Formation

 11/19/2024
County Counsel Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Supportive Housing Case Management/Retention (“SHCM”) Program Design

Just Compassion of East Washington County (“Contractor”) is a non-profit organization experienced in case management services focused on serving households within the target population of this program. Contractor has developed the ability to effectively identify barriers and implement solutions to housing stability, and uses research-based approaches around individual autonomy, motivational interviewing, intensive case management and assertive community treatment to achieve long-term success of participants in their program.

Contractor will provide a site-based supportive housing case management program at Clackamas Apartments, located in Clackamas, OR. Supportive housing is affordable housing combined with ongoing services that are flexible, participant-driven, not time-limited, and voluntary, to assist households who are experiencing homelessness in achieving housing stability and personal wellness.

The program will assist households in maintaining permanent housing within the Metro jurisdictional area by providing supportive housing case management services to residents in 20 units of affordable housing at Clackamas Apartments that serve households with a severe and persistent mental illness who are at or below 50% of Area Median Income (“AMI”). The primary aim of this program is to provide assistance to households that have secured permanent housing and express a need for, or desire to receive, supportive services to enhance housing stability. If households are already receiving housing support through alternative programs, they may be referred to this specific program for continuous case management services.

This program covers the expenses associated with case management and other support services, and Contractor delivering these services will not be tasked with administering or providing rent subsidies for the participating households. The case management services offered are committed to ensuring participants sustain permanent housing over the long term, either through ongoing housing subsidy and support or by successfully transitioning away from rental subsidy and/or intensive case management support (referred to as “graduating”).

For households receiving rental subsidies managed by HCDD, the responsibility of paying the monthly rental subsidy directly to the landlord lies with HCDD. While other sources of rental subsidy may include federal or state-funded programs, Contractor will be responsible for delivering supportive housing case management and not managing rental subsidies.

Contractor will provide long-term supportive housing services following a Housing First model, providing engagement, problem solving, internal warm hand-offs if need occurs and relocation assistance and support as needed. In its performance of these activities, Contractor will work with the Clackamas County Housing Services Team (HST), including but not limited to the Program Team that provides coordination and support to navigation, outreach and engagement, safety off the streets, and housing retention programs. Contractor will ensure that its relevant staff attend required meetings and adhere to protocols and processes established by the Housing Services Program Team and are responsive to requests for information or other inquiries from the Clackamas County Housing Services Team.

Referrals to SHCM will come from the By Name List (BNL) and through Coordinated Housing Access (CHA) system (see CHA referral process). When the program receives referrals, each new referral will be contacted via all known contact points within 3 to 5 business days, and this will be tracked in participant case notes.

Subject to availability of funds, as determined by the Housing Authority of Clackamas County (“HACC”) in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program or other applicable voucher program of participant households receiving supportive housing case management from Contractor.

Contractor will provide two intensive care case managers to represent the 20 units, with each case manager overseeing 10 units. The program will assist no less than **20 households** with supportive housing case management. The expected case manager to participant ratio is approximately 1:10.

Case management services are dedicated to ensuring participants remain in permanent housing long-term through ongoing housing subsidy and support. Contractor must adhere to any and all HST policies/protocols for non-engagement, and graduation for situations in which case management services may be ended. Exits should be rare and in extreme situations or when people meet graduation requirements. Program case managers and leadership will work with HST SHCM program coordinator on housing retention, capacity building and training needs.

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

- Intensive, relationship based, and trauma informed one-on-one case management focused on housing stabilization and lease compliance offered at least monthly (and in many cases, weekly). The need for support may be more intensive once people are housed and for the first six months after. Case management may be more intensive to support people with adjusting to housing and connecting with all needed benefits and resources. Case management must be highly flexible and tailored to meet the needs of each individual. These services must include, but are not limited to:
 - Identify and leverage existing individual/family strengths, expertise, and assets through a strength-based assessment
 - Work with participant to identify, develop, and maintain safe meaningful connections to their community/support network
 - Create a housing stability action plan and housing goals for each household, including wraparound services, which are collaborative between case manager and participant and focused on housing success.
 - Evaluate progress related to housing action plan, as defined through collaborative process with case manager and participant, and adjust plan as needed
 - Ensure each participant has a monthly plan to pay their portion of the rent/utilities; Refer to Utility Payment Program and/or Social Security Representative Payee services if needed and eligible
 - Assistance responding to voucher/rental subsidy requirements including inspections and paperwork completion
 - Create strong relationships with Landlords. Act as a landlord liaison and assist in landlord relationship development; assist participants with responding to notices from landlord

- Provide early intervention and support to address issues that could jeopardize housing stability
- Education on tenant and landlord rights and responsibilities; connect participants with Housing Rights and Resources and/or Housing Mediation services as needed
- Encourage regular communication with the tenant and property management
- Provide problem solving and crisis management
- Provide connection to independent living supports and/or provision of life skills training, as needed
- Provide connections to education and employment opportunities
- Assist (or connect to assistance) with applying for SSI/SSDI using the SOAR model, and other mainstream benefits, when appropriate; refer to ASSIST program for SSI/SSDI application support
- Make appropriate use of flexible client services funding to support housing stability and wellness goals
- Assist with house cleaning and unit maintenance as needed to ensure lease compliance through approved use of flex funding
- Coordination and connections with other supportive services as needed
- Complete annual review. Discuss readiness to “graduate” from housing case management services, as appropriate using "Graduation” protocol.
- If participant loses their housing voucher, case manager will look at housing first and diversion options to find other opportunities for participants whenever possible.

Supportive Housing Case Management Benchmarks

Outcome	Goal	Data Source
Data Completeness	95% participants entered in HMIS within 10 business days of intake	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Increase or maintain Income	At least 80% of households will increase or maintain income through employment and/or benefit acquisition.	HMIS
Ending Homelessness	At least 95% of households, housed through the program, who subsequently must leave their rental unit are re-located to a new rental unit without a break in supportive services	HMIS, case notes
Ending Homelessness	At least 95% of households will either maintain housing within the program for at least 12 months or exit the program to a permanent housing destination	HMIS
Ending Homelessness	At least 95% of households who exit to permanent housing, remain in permanent housing as of 6-month follow-up assessment	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams)/Sign in sheets

Benchmarks and Timeline:

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

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

- First time missing a benchmark/not making progress on goals
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark/not making progress on goals
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark/not making progress on goals
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

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

HST Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support Contractor in creating policy manual, as needed
4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Aid/diversion training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
8. Connect all contracted programs with the overall system of services for people experiencing homelessness
9. Support both formal and informal partnerships between provider organizations, including those newly formed
10. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing

- b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer Support
11. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
 12. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
 13. Assist with program access prioritization, as needed
 14. Incorporate participant voice in programming decisions
 15. Maintain effective working relationships with contracted providers
 16. Attend training and community/systems meetings
 17. Provide or assist with creation of necessary participant/program forms
 18. Support Contractor in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across contracted providers.
 19. Coordinate with Contractor to participate in by-name-list case conferencing meetings
 20. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

Contractor Reporting Responsibilities:

1. Adhere to all data reporting requirements stated in Article II, Section 28 of the Contract.
2. Work with HST to continually improve on performance targets
3. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
4. Prepare an annual participant feedback report
5. Submit to monitoring for Contract compliance

HST Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Work with Contracted providers to continually improve on performance targets
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with Contractor
7. Monitor for Contract compliance

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

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol

- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET**

Budget		
Item Category	Description	Funds
Case Management Clackamas Apartments		
Personnel		
Case Managers	65,000 per year (Two Case Managers)	\$130,000.00
Medical/Dental Insurance	2 employees @ 565 per month	\$13,560.00
FICA/Medicare & State Payroll Tax	7.65% fed tax +1.9% state	\$12,415.00
Recruiting, hiring + training	5,000 per employee	\$10,000.00
Personnel Subtotal:		\$165,975.00
Program Operations - Materials and Services		
Office Supplies	Basic office supplies	\$3,000.00
Occupancy	Office space in Clackamas (\$1,500.00 per month)	\$18,000.00
Expenses	computers, telephones, office utilities, cell phone bill, and mileage, etc...	\$26,000.00
Program Operations Subtotal:		\$47,000.00
Client Services		
Flex funds	\$5,500 per unit (20 units)	\$110,000.00
Client Services Subtotal:		\$110,000.00
Grand Subtotal :		\$322,975.00
Indirect Administration		
Admin Costs	15%	\$48,446.25
Indirect		\$48,446.25
Administration Subtotal:		\$48,446.25
Total Funds Requested:		\$371,421.25