

December 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Personal Services Contract with Sunstone Way for consultation, shelter operations and case management services. Total Contract Value is \$1,569,587.36 for 7 months. Funding is through Supportive Housing Services Measure funds. No County General Funds 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 a Personal Services Contract with Sunstone Way to provide consultation services, shelter operations, and case management services at Clackamas Village.

Clackamas Village, a new transitional shelter community that is part of the County’s recovery-oriented system of care, will serve 24 single homeless adults with newly developed on-site amenities that will include 24 single-occupancy units, six individual restroom/shower facilities, a large communal kitchen, open and secure outdoor space, and 24/7 on-site staff.

In February 2024, the County conducted a procurement for the on-site services at Clackamas Village and awarded Sunstone Way to provide consulting, planning, operational, and case management services. During construction, Sunstone Way will provide trauma-informed human services consultation on-site design elements, as well as input on acquiring and staging furniture, fixtures, and equipment for the shelter and common-use facilities, as well as site readiness support in advance of the initiation of program services. Once Clackamas Village opens, Sunstone Way will provide operational and case management services, including a minimum of 12 full-time qualified staff. Among them, four overnight shelter staff will provide on-site security and support; four case managers will provide residents with access to individualized care and skill plans; a behavioral health specialist and a peer support specialist will engage residents needing specialized support; and a navigation specialist will assist in permanent housing search and placement to transition from the shelter.

The Contract with Sunstone Way for shelter operations and supportive housing case management services will be funded by \$1,569,587.36 in Supportive Housing Services funds. No County General Funds are involved.

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RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Contract (#11663) with Sunstone Way and authorize Chair Smith or her designee to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #11663**

This Personal Services Contract (this “Contract”) is entered into between **Sunstone Way** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Health, Housing, and Human Services Department, Housing and Community Development 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 30, 2025. This Contract may be renewed for three (3) additional one-year renewals thereafter upon the mutual written agreement of both parties.

Prior to consideration of any additional 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. The 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 Shelter Operations and Case Management Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Five Hundred Sixty Nine Thousand, Five Hundred Eighty Seven dollars and Thirty Six cents (\$1,569,587.36), for accomplishing the Work required by this Contract. Consideration for phase 1 consultation Work is on a time and material basis in accordance with the rates and costs set forth in Exhibit A. Consideration for all other Work is on a reimbursement basis in accordance with the budget set forth in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

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.

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.

Contractor Administrator: Andy Goebel Phone: 503-528-6628 Email: agoebel@sunstoneway.org	County 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.

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, 29, 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. 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. 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.

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.

Sunstone Way

 11/20/2024
 Authorized(Signature) Date

Andy Goebel, Chief Executive Officer
 Name / Title (Printed)

1788487-93
 Oregon Business Registry #

DNP/ACT
 Entity Type / State of Formation


Clackamas County

 Signature Date

Name: _____

Title: _____

Approved as to Form: _____

 11/20/2024
 County Counsel Date

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

Shelter Operations and Case Management Services at Clackamas Village Program Design

The mission of the Housing and Community Development Division of the Health, Housing & Human Services Department (“HCDD”) is to provide and develop affordable housing with supportive services for individuals and families on their path to improved health, wellness, prosperity and inclusion. To sustain these services, HCDD prioritizes equitable service delivery, financial sustainability, and thriving partnerships to ensure long-term viability.

Sunstone Way (“Contractor”) is a non-profit organization that provides comprehensive wrap-around services, including behavioral health care, case management, resource navigation, and peer support, in low-barrier shelters to vulnerable populations in the Metro region. Contractor fosters relationship building, one-to-one engagement, supportive services, and direct community participation to support houseless households in the Portland, Oregon metropolitan area. The mission of Sunstone Way is to partner with neighbors to unlock a sustainable sense of home.

Program Description:

Contractor will provide consulting, planning, operational and case management services for the Clackamas County Clackamas Village, a newly developed 24-unit transitional shelter community located in Clackamas County. Clackamas Village will serve 24 individual houseless adults, with newly developed on-site amenities that include:

- A secure community with program staff available 24/7
- Private office space for residents, staff and community partners to engage in, and facilitate, services such as case management services, peer support services, clinical services, etc.
- 24 single-occupancy units
- 6 individual restroom/shower accommodations
- Large communal kitchen space open for use by residents and staff
- Common space for residents to congregate
- Open and secure outdoor space in a natural environment

Services will be provided in two different phases: Phase 1: Consulting services during construction phase of the project, plan for furnishings, and set up at Clackamas Village. Phase 2: Operations and case management with resident wrap around services.

Phase 1:

The County contracted a site designer and construction services provider for the physical build-out of the village site and its shelter and common use facilities. In the initial phase of this Contract (Phase 1), Contractor will provide the following shelter operations and case management services:

- *Consultation:* Human services consultation with the County’s selected construction and design contractor(s) on site design elements, including bringing a trauma-informed lens.
- *Set Up:* Acquiring and staging furniture, fixtures, and equipment for the village shelter and common use facilities; as well as furniture, fixtures, and equipment for the program’s

participants' apartments. Site readiness support in advance of the initiation of program services.

a. Consultation

During phase 1, Contractor's human services consultation with the County's selected construction and design contractor(s) on site design elements will be provided on an hourly basis, according with the rates on the table below, and shall not exceed the \$35,000.00:

Sunstone Way #11663 - FY 24-25 - PHASE 1 - Human Services Consultation Rates	
Position	Hourly Rate
Chief Executive Officer	\$130
Chief Financial Officer	\$130
Chief Operating Officer	\$130
Chief Systems Officer	\$130
Director of IT	\$100
Director of Villages	\$100
Director of Facilities	\$100

b. Set Up

Contractor may purchase furniture, fixtures, and equipment necessary for furnishing the units constructed at Clackamas Village.

All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to Contractor. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

Contractor shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.

Contractor must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Contractor shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by Contractor from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to County prior to the procurement.

Prior to finalizing any agreement to purchase furniture, fixtures, and equipment, Contractor shall provide County a quote. County may (1) permit Contractor to acquire furniture, fixtures, equipment; (2) choose to procure its own furniture, fixtures, and equipment. Any furniture, fixtures, or equipment purchased by Contractor under this Contract, whether by Contractor or County, shall become the personal property of the County.

Management requirements. Property records must be maintained that include a description of the property, a serial number or other identification number, the acquisition date, and cost of the property, the location, use and condition of the property.

A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

Adequate maintenance procedures must be developed to keep the property in good condition.

Contractor will partner with the County to access a holding space for donated items that will help furnish program participants' apartments.

Phase 2:

Phase 2 is contingent upon completion of the construction and site design phase and will begin when Clackamas Village opens to resident applicants. County will notify Contractor, in writing, when the construction and design contingency has been satisfied and Contractor may proceed with Phase 2 Work. Contractor may not begin Phase 2 Work until County has authorized Contractor to do so.

In Phase 2 Contractor will provide Shelter Operations and Case Management Services with wrap around services, restricted to within the Metro jurisdictional boundary, and subject to the following terms and conditions:

1. Contractor will provide houseless individuals an opportunity with a safe place to sleep and engage in stabilizing and supportive services provided by H3S and community providers.
2. Contractor will always maintain a 91% to 100% occupancy at Clackamas County Clackamas Village, allowing participants consecutive 24 months occupancy **with the goal to support participants to transition to permanent housing, higher level of care facilities, or long-term residential treatment within the first 12 months of program participation.** Contractor will engage in case conferencing with Housing Services Team (HST) staff whenever a participant reaches 18 months of occupancy to identify barriers and support timely transition to permanent housing, higher level of care facilities, or long-term residential treatment programs.
3. Contractor will appropriately hire and supervise staff members sufficient in quantity and qualified to perform the Work required by this Contract. Contractor will provide for the staffing and supervision of fourteen full-time staff members to perform the services. These staff members shall include, at a minimum, a program manager, 3 team lead supervisors, 2 case managers, a behavioral health specialist, 1 peer support specialist, 4 overnight shelter staff, 1 daytime staff, and a navigation specialist. The duties and responsibilities of the staff positions shall include, at a minimum, the

following:

- a. Program Manager (1): The Program Manager provides site and program oversight and leadership. Responsible for adherence of policies, meeting metric goals, and serves as the primary liaison with the community at large.
- b. Team Lead Supervisors (3): The team lead supervisor supervises staff, approves/adjusts timecards, hires and onboards new staff, secures site coverage.
- c. Case Manager (2): All residents of Clackamas Village will have access to individualized care plans, skill development and referrals to a wide variety of programs with additional services if needed. The case manager utilizes an Individual Service Plan (ISP) format/methodology that assists residents in identifying goals across the eight dimensions of wellness: physical, emotional, social, intellectual, environmental, spiritual, vocational, and financial. Works with participants to develop a case plan and mitigate initial barriers to housing viability. Part of the wrap-around support team.
- d. Behavioral Health Specialist (1): Works directly with participants with behavioral health needs and supports/mentors staff to engage well with participants with behavioral health needs via best practices. Also works with participants on progress toward building 6 Keys to Resilience. Part of the wrap-around support team.
- e. Peer Support specialists (1): All residents at Clackamas Village will have access to the peer support and peer delivered services, regardless of their engagement in case management services. The peer support specialist supports participants via personal, lived experience. Peer Support Specialists possess lived experience with houselessness, substance use disorders, and mental health realities.
- f. Navigation Specialist (1): The Navigation Specialist works with Case Managers, to assist the participants' housing search and placement, while leveraging supportive services to assist the participant in maintaining permanent housing. Navigation Specialist will walk alongside the residents during the housing search process. This includes coordinating housing/apartment walkthrough and showing, lease explanation, and writing reasonable accommodation and appeals. They assist the Program Manager with program coordination, including document assessment and management for the Rapid Rehousing program. They also maintain accurate and efficient physical and electronic records, including utilizing the Homeless Management Information System (HMIS) to enter and exit participants from database, assigning incoming participants to case managers, and regular reporting functions.
- g. Overnight shelter staff (4): Provides overnight security, support, and resourcing at the village. Participants know there is always a friendly face to talk with and get their needs met at all hours. Relays needs and observations in the overnight hours to daytime members of the wrap-around support team.
- h. Daytime Shelter Staff (1): Provides daytime support and resource navigation at the village. Daytime staff is available to speak with participants during the day and provide community building and engagement opportunities to participants as well as communicate program policies and expectations. Relays needs and observations to overnight staff to ensure continuity of wrap around services.

4. Contractor will work with the Clackamas County Housing Services Team (HST) Navigation (NAV), Outreach and Engagement (O&E), Safety off the Streets (SoS), and Supportive Housing Case Management (SHCM) Program Planners. Engagement, problem solving, connection to community resources, warm hand offs, and re-location assistance and support will be included in this scope of work as needed.
5. All referrals for this program will come from Coordinated Housing Access (CHA), street outreach programs, and through coordination with HST staff and the by-name list (BNL). Shelter beds must be prioritized for the people with the highest safety and health vulnerabilities. Contractor will work with the HST to establish and/or approve prioritization policies.
6. Housing First Aid/diversion, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Aid/diversion training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) efforts, and collecting information for the Built for Zero initiative are required as a shelter provider. Built for Zero (BFZ) is a national initiative led by Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name list data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally.
7. Services offered by Contractor must be voluntary for participants and must be based on participants' stated needs and preferences. However, Contractor may set policies and expectations for participants to follow when accessing a shelter program. Contractor shall follow available HST guidance and policy for non-engagement or program exit. When exit to a housing resource is not an option, Contractor must connect the individual to available outreach or other safety off the streets resources, if available. Ensuring the safety of individuals staying in the shelter program and those exiting to a non-housing resource is a key responsibility of the Contractor.
8. Work with community partners to promote the development of village social infrastructure including supporting regular events and opportunities for participants to meet, connect with one another, communicate program policies and expectations, and develop partner relationships toward specific and individualized resource meetings as necessary to support participants' progress in meeting the goals identified in their ISPs (for example, through the establishment of on-site support group meetings for participants such as 12 Step meetings to support participants in recovery from substance use disorders).
9. Develop of an evacuation plan in the event of an emergency or natural disaster (e.g., wildfire, earthquake, chemical spill) within 6 months of Contract execution, subject to final review and approval by the County.
10. Provide and retain appropriate documentation of program participation and material for payment requests. Appropriate client file documentation must include, but is not limited to:
 - i. Paper copies of HMIS forms-Entry, Annual and Exit
 - ii. Emergency contact information

- iii. Picture ID for adults only
- iv. Signed Release of Information
- v. Pop A vs B Form signed
- vi. Flex funds spent- amount, data, purpose, receipts
- vii. Case notes

11. Contractor will document and certify eligibility of each adult household member as either Population A or Population B.
12. Contractor may not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
13. Contractor shall actively participate in trainings, coordination, case conferencing and other meetings as required by HST.
14. Contractor will be permitted to use flexible funds for clients at the site. All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines.
15. Contractor will liaise with County staff in support of the County's maintenance and property management roles, including:
 - a. Identifying needed maintenance, repairs, grounds keeping, and any other property-related issues necessary to the maintenance of a safe, clean, and welcoming environment for program participants, and notifying County staff as these needs are identified
 - b. Liaising with County staff or contractors on site and facilitating their access to the property as needed for the conduct of maintenance or other property-related work
16. In addition to the services mentioned above, Contractor will also provide the following services:
 - Take referrals of eligible participants from Coordinated Housing Access (CHA), and conduct rigorous outreach to referred households and facilitating their voluntary placement in the program
 - Maintain access to and schedule the sleeping pods
 - Conduct HMIS intake, annual, and exit paperwork and data entry requirements.
 - Provide milieu management, including supporting community-building activities among participants and identifying and promoting opportunities for participant involvement and leadership in community activities at the Clackamas Village
 - Provide on-site staff with adequate skills and, where appropriate, certification enabling them to address behavioral health needs of participants
 - Coordinate and schedule the calendar of services and volunteer activities and tours at the site
 - Work with community partners to promote the development of village social infrastructure

Supportive Housing Case Management and Housing Navigation Services

Contractor will provide supportive housing case management and housing navigation services to Clackamas Village participants, including but not limited to the following activities:

- Complete CHA screening, and all required Homeless Management Information System (HMIS) data entry
- Assessing participants' housing barriers, needs, and preferences
- Assisting participants in accessing benefits, employment, mental and physical health services, removing housing barriers, and generally supporting the needs of participants as they relate to long-term housing stability upon exiting the program. Including completion, submission, and tracking of housing documents or applications.
- Assisting participants in accessing permanent housing supports, including vouchers and rent assistance, and providing housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Providing assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing
- Facilitating warm hand-offs with other service providers engaged with participants at the time of exits to permanent housing, including with providers of supportive services case management
- Developing Individualized Service Plans with each participant and supporting participants in reaching their goals

Behavioral Health facilitation

Contractor will have an on-site Behavioral Health Specialist (BHS), led by Contractor's Director of Social Services. This team will provide support for participants and staff in navigating a variety of mental health realities commonly experienced by individuals experiencing houselessness. In addition to this support, Contractor's BHS team will work with each participant on building the 6 Keys of Resiliency (Stress Tolerance, Connection, Health, Meaning, Efficacy, and Belonging).

Food Provisions

Contractor will utilize a hybrid food provision strategy, including partnering with community organizations, to ensure a daily prepared meal, guaranteeing no villager goes hungry. Additionally, Contractor will collaborate with local food pantries and businesses to secure food and essentials through donations. Contractor will utilize a leased van to facilitate the collection of donations, to ensure effective management of food supplies. Contractor will utilize the community kitchen space in providing opportunities for skill-building in food selection, preparation, and nutrition, fostering greater independence and self-efficacy for participants.

Wrap Around Services

Contractor will provide wrap around services to Clackamas Village Program participants, which will include, but is not limited to obtaining legal documents, applying for jobs, coaching, motivational interviewing, and building participants' sense of self-efficacy in the unique ways each participant needs.

Cultural and Racial equity components

To reach individuals from diverse backgrounds, Contractor will actively engage in inclusive outreach efforts; collaborate closely with community organizations, cultural centers, and community leaders to

establish strong relationships and build trust, to ensure that services are accessible and known to all members of the community.

Contractor will employ multilingual staff members and work with interpretation and translation services to provide language services to those who don't speak English fluently, with the objective of removing language barriers and ensure effective communication.

Property Management Liaison Functions

The Clackamas Village and its facilities are the property of the County, and the County maintains responsibility for overall maintenance and property management needs of the Village. Contractor will liaise with appropriate staff at the County in support of the County's maintenance and property management roles. This includes, but is not limited to:

- Identifying needed maintenance, repairs, grounds keeping, and any other property-related issues necessary to the maintenance of a safe, clean, and welcoming environment for program participants, and notifying County staff as these needs are identified
- Liaising with County staff or contractors on site and facilitating their access to the property as needed for the conduct of maintenance or other property-related work.
- Report to the County any health and safety hazards immediately
- Report to the County other maintenance needs within 72 hours

Shelter Services Goals and Benchmarks

Outcome	Goal	Data Source
Data Completeness	95% of data quality across all HMIS data elements within 10 business days of entry	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Housing First Aid/Diversion	At least 10% of those referred to or seeking shelter are provided with Housing First Aid to find other safe, temporary shelter or long-term options, diverting them from entering the shelter	HMIS
Optimal Occupancy	At least 91% occupancy, based on stated capacity of program	HMIS
Effective Services	Average length of program participation below 365 days, with a goal to reduce to 274 days.	HMIS
Ending Homelessness	At least 77% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with contractor	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams app) /Sign in sheets

Benchmarks and timeline

1. Hire and have 100% of contracted staff on board within 30 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.
8. Complete and submit for approval most recent draft of village manual within 30 days of contract execution
9. At least one staff member completes training (or ensures CHA competence) within 60 days of contract execution
10. Housing navigator assists first household to exit to permanent housing within 90 days of initiation of Phase 2 of contract after execution

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

- First time missing a benchmark
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

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. Develop a policy, in coordination with HST, for follow up with individuals exiting shelter programs to permanent housing.
3. Adhere to all applicable Fair Housing laws
4. Support Contractor in creating policy manual, including sharing examples among Contracted providers
5. Provide HMIS access, training, and support
6. Provide connections to CHA and Housing First Aid/diversion training
7. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed

8. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
9. Connect all contracted programs with the overall system of services for people experiencing homelessness
10. Support both formal and informal partnerships between provider organizations, including those newly formed
11. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use Disorder treatment
 - j. Peer support
12. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
13. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
14. Assist with program access prioritization, as needed
15. Incorporate participant voice in SHS programming decisions
16. Maintain effective working relationships with contracted providers
17. Attend training and community/systems meetings
18. Provide or assist with creation of necessary participant/program forms
19. Support Contractor in identifying and re-matching households in 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.
20. Coordinate with Contractor to participate in by-name-list case conferencing meetings
21. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

Contractor will:

1. Adhere to all data reporting requirements stated in Article II, Section 28 of the contract.
2. Complete narrative sections of semi-annual “progress reports” within 30 days of receipt
3. Semi-annual “progress reports” will include, at a minimum, but not limited to the following data categories:
 - a. HMIS data quality: % missing
 - b. Participant demographic data, including race and ethnicity
 - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
 - c. Average cost per household served (successfully and total)
 - d. Program-specific elements
 - i. Percent of households provided Housing First Aid and diverted from shelter services
 - ii. Bed/Unit Utilization average percentage
 - iii. Average length of program participation

- iv. Rate of exit from shelter to permanent housing
- e. Narrative responses to questions
 - i. What are some unexpected challenges you faced or strengths you have discovered as an agency? (consider including participant success stories)
 - ii. How is your agency working towards ensuring low-barrier programming? Have you seen a need to adjust services to make them more accessible?
 - iii. Please explain how you have been leading with race while reducing homelessness overall in the community
 - iv. Has your agency has made progress toward “building connections and coordinating with multiple systems of care to build a community of resources, easily accessible to all”? If yes, please describe how the need for the new connection was identified and the process of building the connection.
- 4. Work with HST to continually improve on performance targets
- 5. Conduct post-program-exit follow-up assessments at 6 and 12 months post-exit
 - a. Enter the results into HMIS
- 6. Prepare an annual participant feedback report
- 7. Submit to monitoring for contract compliance

HST will:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. 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 which will be provided to agencies after contract completion. See References below:

- 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 FY 24-25	
Consultation and Start Up Costs (Phase 1) – Not to Exceed	\$70,000.00
Shelter Operations and Case Management Services – (Phase 2)	\$1,499,587.36
Total Contract Value:	\$1,569,587.36

Budget		
Line Item Category	Narrative/Description Please provide a detailed description of each line item	Funds Requested
Shelter Operations and Case Management Services at Clackamas Village		
Personnel		
	Gross Wages	\$ 768,934.76
	8 Holidays	\$ 23,473.44
	6.5 PTO days per pay period	\$ 62,994.24
	Medical Insurance	\$ 86,400.00
	Payroll Taxes	\$ 72,056.88
	Payroll Fees	\$ 32,602.83
	401(k) Fees	\$ 1,440.00
	Workers Compensation	\$ 1,800.00
	Dental Insurance	\$ 5,040.00
	Vision Insurance	\$ 2,880.00
	Long Term Disability	\$ 354.59
	Life Insurance	\$ 186.62
Personnel Subtotal:		\$ 1,058,163.36
Program Operations - Materials and Services		
	Waste & Sharps Removal	\$ 3,000.00
	Vehicle Lease	\$ 13,333.33
	Participant Transportation (Tri-Met/Lyft)	\$ 9,000.00
	Language Translation/Interpretation Services	\$ 500.00
	Permits and Business Licenses	\$ 200.00
	Drug Testing for Employees	\$ 120.00
	Mileage/parking	\$ 1,200.00
	Telephone	\$ 3,600.00
	Printing	\$ 100.00
	Emergency Utility Needs (Propane)	\$ 3,000.00
	Postage	\$ 100.00
	Internet	\$ 3,240.00
	Dinner from a Community Partner	\$ 86,400.00
	Supplemental Food/Pantry Items	\$ 45,000.00
	Site Supplies	\$ 27,000.00
	PPE and Safety Supplies	\$ 10,000.00
	Computers and Printers	\$ 4,000.00

	Furniture	\$	2,500.00
	Participant Engagement/Community Building	\$	600.00
	Staff Identifiers	\$	1,200.00
	Professional Development	\$	1,200.00
	Online Training Software	\$	900.00
	Training Classes and Meetings	\$	900.00
	Travel for Training	\$	300.00
	Property Insurance	\$	1,000.00
	Liability Insurance	\$	3,500.00
	Flex Funds	\$	22,000.00
	Dues and Subscriptions	\$	2,400.00
Program Operations Subtotal:		\$	246,293.33
Client Services			
	Placement/Retention/Client Assistance Funds	\$	64,685.00
Client Services Subtotal:		\$	64,685.00
Indirect Administration			
	Administration (10%)	\$	130,445.67
Indirect Administration Subtotal:		\$	130,445.67
Safety off the Streets Subtotal:		\$	1,499,587.36
Total Funds Requested:		\$	1,499,587.36