

June 16, 2022

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Home Forward to provide resident services and supportive housing case management at Tukwila Springs. Total Value is \$2,590,585.28. Funded through Supportive Housing Services Funds.

No Clackamas County General Funds are involved.

Purpose/Outcomes	Approval of an IGA with Home Forward to provide Resident Services for all 48 units and Supportive Housing Case Management for 36 units at Tukwila Springs (Webster Road) property.
Dollar Amount and Fiscal Impact	\$488,000 annually with a 3% escalator Total value over the life of the agreement is \$2,590,585.28.
Funding Source(s)	Supportive Housing Services (SHS) funds
Duration	Effective July 1, 2022- 2027
Previous Board Action/Review	6/14/22 – Item presented at Issues 1/20/22 – Execution of the SHS IGA which included the Local Implementation Plan commitment to leveraging SHS funds to increase PSH. 1/11/21 – Notice of intent to Award issued 10/30/20 – RFP issued for Webster Road 06/06/19 – Approval of IGA with Metro to acquire the Webster Road property at 18000 Webster Road Gladstone, OR 97027.
Strategic Plan Alignment	This aligns with the County’s strategic priority to ensure safe, healthy, and secure communities by increasing the inventory of permanent supportive housing units and providing stabilization services to highly vulnerable residents in Clackamas County.
Counsel Review	5/23/22 – reviewed by Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook. An RFP was issued by HACC on 10/11/21 and an intent to award issued to Home Forward on 1/11/21.
Contact Person	Devin Ellin, Director of Housing Development, HACC 971-227-0472
Contract Number	H3S Contract #10711

Tukwila Springs, formerly known as Webster Road, will be opening for residents July 2022. Through this IGA, Home Forward will provide Resident Services for all forty-eight (48) units and Supportive Housing Case Management services for thirty-six (36) units ensuring all forty-eight (48) units at Tukwila Springs will be Permanent Supportive Housing (PSH) for our most vulnerable residents.

BACKGROUND:

Tukwila Springs, was a former congregate care facility, purchased in June 2019, that has been redeveloped by the Housing Authority Development Team with the assistance of Carlton Hart Architecture and will be opening soon. Through a competitive bidding process, Home Forward was awarded in 2021 through a competitive bid process to provide resident services, case management and other services to the property once occupied.

At the time of award, funding was secured for 12 units of PSH with the intention of identifying other funding sources to maximize the PSH units at the site. With the approval of the SHS Local Implementation Plan (LIP), the Board committed to a goal to leverage SHS funds with development projects funds to increase the PSH inventory in Clackamas County. With the approval of this agreement, all 48 units at Tukwila Springs will have case management and resident services adding all 48 units at the property to the Clackamas County PSH inventory.

Resident Services

Tukwila Springs was intentionally designed to support robust Resident Services Program. The Resident Services team will collaborate with residents, site management, supportive housing case managers, external service providers and others to design and implement a Resident Services Program tailored to meet the needs of residents, with an emphasis on housing stability and self-determination. In addition, a member of the Resident Services Team will be available at the front desk 10 hours per day, 7 days a week to ensure resident needs are met and to respond to any health/safety concerns that arise.

Resident Services will utilize the community room which can be used for a variety of activities such as therapeutic groups, community building activities, resident meetings, and events such as credit counseling, health fairs, or energy assistance outreaches. Resident services will also provide programs allowing for residents to further stabilize in housing and pursue personal goals such as benefits acquisition, family reunification, and fuller engagement in their health such as emergency food and hygiene pantries.

Supportive Housing Case Management

Case managers build deep relationships and check in on households regularly helping to resolve situations before they escalate to issues that could impact the households housing situation. They connect households to critical stabilization services such as mental healthcare, primary care, healthy food, employment services. Supportive Housing Case Management is often the missing link in long term housing success for many highly vulnerable residents.

Adding 48 units of PSH at Tukwila Springs will move Clackamas County further toward the goal of increasing PSH inventory by 1065 units through the Supportive Housing Services Program.

ATTACHMENTS:

- IGA – HACC/Home Forward – Resident Services & Case Management at Tukwila

RECOMMENDATION:

Staff recommends that the Housing Authority Board approve the Intergovernmental Agreement with Home Forward to provide resident services and supportive housing case management at Tukwila Springs funded through Supportive Housing Services Funds and to authorize Commissioner Tootie Smith, Chair to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Rodney A. Cook

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF CLACKAMAS COUNTY AND HOME FORWARD

THIS AGREEMENT (this "Agreement") is entered into and between The Housing Authority of Clackamas County ("HACC") and Home Forward, ("Agency" or "Home Forward"), both municipal corporations, established under the Federal Housing Act of 1937 and the provisions of Oregon Revised Statutes Chapter 456, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Under this agreement Agency will provide resident services for forty-eight (48) units and supportive housing case management for thirty-six (36) units at HACC's Tukwila Springs property located at 18000 Webster Road Gladstone, OR 97027 (the "Property").

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

- 1. Term.** This Agreement shall be effective upon execution of both parties and shall expire July 1, 2027.
- 2. Scope of Work.** Once a certificate of occupancy has been issued for the Property, Agency will provide the services identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work"). In performing the Work, Agency will adhere to the Supportive Housing Services Program Guiding Principles attached as Exhibit B and further comply with all reporting requirements listed in 10. V, below. Subject to the terms and conditions of this Agreement, Agency may perform the Work using one or more subcontractors. Agency may only use subcontractors listed on the approved organizations qualified to provide supportive housing stabilization attached hereto as Exhibit C, and incorporated by this reference herein, and only if selected in accordance with applicable law. HACC may amend Exhibit C to include additional approved subcontractors. It is Agency's responsibility to inquire as to the then-current Exhibit C in the event intends to subcontract any of the Work.
- 3. Consideration.** HACC agrees to pay Agency, from available and authorized funds, a sum not to exceed two-million, five-hundred ninety thousand, eight-hundred fifty-eight dollars and twenty-eight cents (\$2,590,858.28) for accomplishing the Work required by this Agreement. HACC's payment will be based on Agency's annual budget, as further described in Exhibit A.

4. Payment. Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. 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. Payments shall be made to Agency following HACC's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and HACC will not pay, any amount in excess of the maximum compensation amount set forth above.

5. Representations and Warranties.

- A. Agency Representations and Warranties:* Agency represents and warrants to HACC that the Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. HACC Representations and Warranties:* HACC represents and warrants to Agency that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either HACC or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either HACC or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. HACC or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any

other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. HACC may terminate this Agreement in the event HACC fails to receive expenditure authority sufficient to allow HACC, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement prohibited or HACC.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of HACC or any department of HACC, nor purport to act as legal representative of HACC or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC, nor shall Agency settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.

- B. **Indemnification and Defense of Metro.** Agency 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 Agency nor any attorney engaged by Agency 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. **Insurance.** The Agency agrees to furnish HACC with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each

claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of HACC, and its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to HACC of Agency's self-insured status by completing the Self-Insurance Certification form provided by HACC.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Joe Vennes or their designee will act as liaison for HACC.

Contact Information:

Joe Vennes
Asset Management
JVennes@clackamas.us
13900 S Gain Street
Oregon City, OR 97045

- B. Bijana Jesic or their designee will act as liaison for the Agency.

Contact Information:

Biljana Jesic
Director of Community Services
biljana.jesic@homeforward.org
1605 NE 45th Avenue
Portland OR 97213

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and

exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of HACC. HACC shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Agency shall promptly deliver these materials to HACC's project manager.
- F. Hazard Communication.** Agency shall notify HACC prior to using products containing hazardous chemicals to which HACC employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or

- that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon HACC's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. No Third-Party Beneficiary.** Agency and HACC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this

Agreement 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 Agreement.

- M. Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. HACC's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement. By execution of this Agreement, HACC consents to the subcontracting of the Work to entities set forth in Exhibit C provided that Agency's selection of a subcontractor is in accordance with applicable law.
- N. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (N), (Q), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. Force Majeure.** Neither Agency nor HACC shall be held responsible for delay or default caused by events outside of the Agency or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- T. Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). Agency agrees to hold Confidential Information in strict

confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

U. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

V. Reporting Requirements. In performance of the Work, Contract shall:

- a. Execute the Homeless Management Information System ("HMIS") Participation Agreement, attached hereto as Exhibit D and incorporated by this reference herein.
- 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 HACC
 - 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 HACC, access the HMIS software.
- c. Complete narrative sections of semi-annual "progress reports" within 30 days of issuance by HACC. A semi-annual "progress report sample is attached in Exhibit E.
- d. Work with HACC to continually improve on performance targets
- e. Conduct a post-program exit follow-up assessments at 6- and 12-months post-exit and enter the results of that assessment into HMIS.

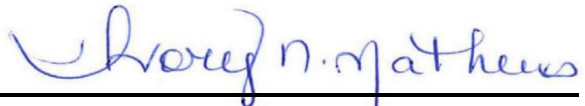
- f. Work cooperatively with HACC to prepare an annual participant feedback report
- g. Submit to monitoring for contract compliance.

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

Housing Authority of Clackamas County

Home Forward

Commissioner Tootie Smith, Chair



Ivory N. Mathews, Executive Director

Date: _____

Date: 5/25/2022

Approved as to form  _____ Date: 05/25/2022

Exhibit A SCOPE OF WORK

Under this agreement Home Forward will provide resident services for forty-eight (48) units and supportive housing case management for thirty-six (36) units at the Property.

In providing the resident services, Home Forward will:

1. Provide a full Resident Services Program for all 48 units at the Property which shall include at least one full-time resident services coordinator and additional resident services front desk staff, as needed, including staff to cover the desk 10 hours per day, 7 days a week (10/7) coverage to the front desk of the property in cooperation with the property management team.
2. Provide supportive housing case management for 36 units of permanent supportive housing (PSH) unit households.
3. Work in close partnership with the on-site property management, HACC staff and SHS program team in serving residents.
4. Measure and monitor interventions and care plans and prepare reports for property management, HACC staff and the SHS program team.
5. Submit monthly invoices to HACC for payment of services delivered.
6. Ensure data reporting requirements detailed in Section 10.V. Reporting Requirements of this agreement are met including HMIS intake, annual, and exit paperwork and data entry within timelines.

HACC agrees to:

1. Pay invoices due to Home Forward in accordance with the Agreement.
2. Measure and monitor outcomes of Resident Services and Case management interventions or care plans and report outcomes to HACC staff and SHS program team.
3. Provide HMIS training as needed to ensure reporting requirements are met timely.

Home Forward's resident services program will include, but is not limited to, the following:

- Providing at least 1.0 FTE resident services coordinator
- Providing a front desk staff to cover the front desk 10 hours per day, 7 days a week (10/7).

Home Forward resident services coordinator duties will include, but are not limited to, the following:

- Working in partnership with property management, case managers, and other resident service staff to resolve housing stability concerns and assisting in conflict resolution, as necessary.
- Building a sense of community at the Property.
- Coordinating and scheduling service and/or volunteer activities and events on-site to assist residents.
- Providing connections to additional supports such as case management, medical and behavioral health, and wellness and treatment resources for all residents;

- Helping all residents access services such as expungement clinics, low-cost internet, transportation support, payee services, local events, emergency support, as well as safety-based and population specific resources;
- Providing connection to workforce development opportunities such as education and vocational programs, supported employment programs, leadership development, and volunteering;
- Supporting connections to range of benefits and entitlements that will bring additional income (Medicaid, Social Security payments, veteran specific benefits, SNAP, etc.) and leverage federal, state, and local resources in support of property stability.
- Supporting the work of the front desk/security staff to ensure residents are connected to appropriate services, as needed.
- Conducting an annual resident surveys
- Convening a resident advisory council or resident board and assisting with the facilitation of the group as needed.
- Coordinate scheduling of community meetings that hold space for resident input/feedback and capture and report back resident input/feedback to property management and other stakeholders.
- Manage flex funds for resident support and provide reports as requested.
- Providing required reports to meet the needs of the funding requirements as set out in this contract.
- Coordinating and supporting the work of the resident services team including the front desk staff and other resident services team members as needed.
- Working in coordination with the case management team to ensure all reporting requirements are met.
- Performing other duties that build community and meet the needs of residents to ensure housing stability.

Home Forward resident services front desk staff duties will include, but are not limited to, the following:

- Appropriate staffing levels to ensure 10/7 coverage of the front desk to meet the needs of residents and ensure the safety of residents and the building.
- Taking appropriate action to connect residents with the appropriate services including contacting emergency services as needed.
- Recording all incidents and activities in the building 10/7.
- Reporting shift activities to the resident services coordinator.
- Working in coordination with the supportive housing case managers and resident services coordinator to ensure the needs of residents are met.
- Working in coordination with the supportive housing case managers and resident services coordinator to ensure all reporting requirements are met.
- Performing other duties as assigned as a member of the resident services team to ensure housing stability, community building at the property and achievement of the goals of the resident services program.

Home Forward will provide supportive housing case management (SHCM) services. Home Forward's SHCM duties will include, but are not limited to, the following:

- Providing supportive case management at an approximate ratio of 18:1

- Providing robust case coordination and service connection to assigned permanent supportive housing unit (PSH) households.
- Accompanying PSH households to appointments as needed, and support connection to health and other clinical providers through case conferencing, appointment reminders, and other supportive measures.
- Providing daily crises and trauma intervention supports and connection to both offsite and mobile behavioral health teams.
- Support connection to and coordination with county-paid personal care aides and other Medicaid / Medicare funded resources.
- Engage PSH households in creation and ongoing progress toward housing stability plan goals addressing a wide-ranging social determinants of health to address root stability needs and create opportunity.
- Advocate for PSH residents in variety of settings, including with site property management.
- Assist the resident services staff with connecting non-PSH residents in crisis and connecting them to appropriate services.
- Working in coordination with the resident services team to ensure housing stability and a strong community is built for all residents.
- Working in coordination with the resident services team to ensure all reporting requirements are met.
- Performing other duties as needed or assigned to ensure housing stability of PSH assigned residents and other residents.

Budget: Total value not to exceed \$2,590,858.28 for the 5-year contract.

The yearly not to exceed value for reimbursement for Home Forward providing the Work is set forth in the table below. For the first fiscal year, FY 22-23, the annual total contract value will not exceed \$488,000. The annual total contract value will increase by no more than 3% each fiscal year thereafter. Funding may shift between resident services and case management programs as need to meet the service level needs of residents with an approximate split of \$365,000 for case management and \$123,000 for resident services to be used to begin service provision for FY 22-23. Detailed budgets including subcontractor budgets will be provided by Home Forward within 60 days of subcontractor selection. The final detailed budget, which shall include subcontractor budgets, must be submitted for HACC’s approval on or before June 30 of each fiscal year of this Agreement. Only annual budgets approved by HACC are eligible for reimbursement under this Agreement.

Yearly Not to Exceed Amount	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
	\$ 488,000.00	\$ 502,640.00	\$ 517,719.20	\$ 533,250.78	\$ 549,248.30

Monthly invoices will include a detailed account of the resident services and case management programs. Expenses must be categorized by program type (resident services or case management). Subcontractors will be required to provide detailed accounts in their invoicing to Home Forward. The detailed invoices from subcontractors must also be included with Home Forward’s invoices to HACC. A sample SHS provider invoice that reflects the needed specificity is included in Exhibit F. Home Forward may modify this sample as needed however the level of specificity is required to be included in Home Forward invoices to HACC for subcontractor and Home Forward monthly expenses to be eligible for reimbursement.

Exhibit B

SHS PROGRAM GUIDING PRINCIPLES

Equity:

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

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

Outcomes:

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

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

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.

- Increase safety, stability, and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

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

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

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

Services:

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

To further these services goals, the following proven practices must be followed:

- All services are low barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.
- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

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

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

System-wide Service Delivery Expectations:

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

Exhibit C List of Qualified Providers for SHS Services

Organization	Outreach & Engagement	Shelter & Transitional Housing	Connections to Stable Housing	Supportive Housing Stabilization	Wrap-around Supports	Qualification Method	
						Tri-County RFPQ	Washington County RFPQ
211info	x	x	x	x	x	x	
4D Recovery	x				x	x	
A Village for One		x			x	x	
Adelante Mujeres					x	x	
African Youth and Community Organization (AYCO World)	x		x	x	x	x	
Alano Club of Portland	x				x		x
ASSIST Program	x		x		x		x
Bienestar*	x		x	x			x
Black Community of Portland	x					x	
Black Mental Health Oregon	x	x	x	x	x	x	
Black Therapist and Company, LLC			x	x	x	x	
Boys and Girls Aid		x	x	x		x	x
BRIDGE Housing				x	x	x	
Bridge-Pamoja	x	x	x		x	x	
Bridges to Change	x	x	x	x	x	x	x
Cascadia Behavioral Healthcare	x		x	x	x	x	
Catholic Charities of Oregon	x	x	x	x	x	x	x
Central City Concern	x	x	x	x	x	x	
Centro Cultural del Condado de Washington	x	x	x	x	x		x
Clackamas Service Center	x	x			x	x	
Clackamas Volunteers In Medicine					x	x	
Clackamas Women's Services	x	x	x	x	x	x	
Clackamas Workforce Partnership					x	x	
Clean Street Solutions, Inc.	x					x	
College Housing Northwest			x	x	x		x
Community Action Organization	x		x	x	x		x
Community Development Corporation of Oregon	x	x	x		x	x	

Organization	Outreach & Engagement	Shelter & Transitional Housing	Connections to Stable Housing	Supportive Housing Stabilization	Wrap-around Supports	Qualification Method	
						Tri-County RFPQ	Washington County RFPQ
Community Development Partners				x		x	
Community Partners for Affordable Housing			x	x	x		x
Community Vision			x		x	x	
Community Warehouse					x		x
Corvallis Neighborhood Housing Services Inc., dba DevNW			x	x	x	x	
Cultivate Initiatives	x	x	x	x	x	x	
Easterseals Oregon	x		x	x	x	x	x
Ecumenical Ministries of Oregon	x		x	x			x
El Programa Hispano (EPHC)	x	x	x	x	x	x	
Equitable Social Solutions, LLC	x	x	x	x	x	x	
Familias en Accion					x	x	
Family Promise of Greater Washington County	x	x	x	x	x		x
Family Promise Of Tualatin Valley		x	x	x	x	x	x
Forest Grove Foundation	x	x	x	x	x		x
Friendly House, Inc.*	x		x	x	x		x
Gather:Make:Shelter					x	x	
Good Neighbor Center		x	x	x			x
Greater New Hope Family Services	x	x	x	x	x	x	
Hacienda Community Development Corporation				x		x	
Helping Hands Reentry Outreach Centers		x				x	
Hollywood Senior Center-Community for Positive Aging	x			x	x	x	
Home First Development	x		x	x	x	x	
HomePlate Youth Services	x		x	x	x		x
Housing Development Center				x		x	
Human Solutions, Inc.	x	x	x	x	x	x	
Hygiene4All	x				x	x	
Immigrant and Refugee Community Organization	x	x	x	x	x	x	x
Impact NW	x		x	x	x	x	x
Innovative Housing, Inc.				x		x	
JOIN	x		x	x	x	x	x

Organization	Outreach & Engagement	Shelter & Transitional Housing	Connections to Stable Housing	Supportive Housing Stabilization	Wrap-around Supports	Qualification Method	
						Tri-County RFPQ	Washington County RFPQ
Just Compassion of East Washington County	x	x	x	x	x		x
Kizimani	x		x		x	x	
Latino Network	x		x	x	x		x
LifeWorks NW	x		x	x	x		x
LoveOne	x		x		x	x	
Lutheran Community Services Northwest	x		x		x	x	
Mental Health Association of Oregon				x	x	x	
Mercy Housing Northwest				x		x	
Molalla HOPE, Inc.					x	x	
NAMI Clackamas	x	x	x	x	x	x	
NAMI Multnomah	x				x	x	
Native American Rehabilitation Association of the Northwest	x	x	x	x	x	x	
Native American Youth and Family Center	x	x	x	x	x	x	
New Avenues for Youth	x	x	x	x	x	x	
New Narrative	x		x	x	x		x
Northwest Family Services	x	x	x	x		x	
Northwest Housing Alternatives		x	x	x	x	x	
Oasis of Praise International Ministries	x	x	x		x	x	
Open Door HousingWorks	x	x	x	x	x	x	x
Oregon Change Clinic		x		x	x	x	
Oregon Law Center					x	x	
Outside In	x	x	x	x	x	x	
Parrott Creek Child and Family Services		x	x		x	x	
Pine Street Recovery Housing	x	x	x	x	x	x	
Portland Community College Foundation			x		x	x	
Portland First United Methodist Church: The PSU Landing at FUMC		x				x	
Project Homeless Connect	x	x			x		x
Portland Homeless Family Solutions	x	x	x	x	x	x	
Portland Opportunities Industrialization Center, Inc.	x		x	x	x	x	
Project Access NOW	x		x		x	x	

Organization	Outreach & Engagement	Shelter & Transitional Housing	Connections to Stable Housing	Supportive Housing Stabilization	Wrap-around Supports	Qualification Method	
						Tri-County RFPQ	Washington County RFPQ
Providence Portland Medical Center	x	x	x	x	x	x	
Public Health Institute	x		x	x	x	x	
Quest Center for Integrative Health	x		x		x	x	
Rahab's Sisters	x					x	
Reach CDC			x	x	x		x
REAP, Inc.	x				x	x	
Safety Compass	x	x	x		x	x	
Self Enhancement, Inc.	x	x	x	x	x	x	
Sequoia Mental Health Services, Inc.*	x		x	x	x		x
Stone Soup PDX					x	x	
Telecare Corporation	x		x	x	x		x
The Black Parent Initiative			x	x	x	x	
The Commons Law Center					x		x
The Father's Heart	x	x	x	x	x	x	
The Lasko Refuge LLC	x	x	x	x	x	x	
The Marie Equi Institute	x		x		x	x	
The Miracles Club	x	x		x	x	x	
The Salvation Army	x	x	x	x	x	x	x
Transcending Hope		x	x	x		x	
Transition Projects, Inc.	x	x	x	x	x		x
Umoya Relief Foundation	x				x	x	
Unite Oregon			x		x		x
Up and Over, LLC	x		x		x	x	
Urban League of Portland	x	x	x	x	x		x
Volunteers of America Oregon				x	x	x	
Virginia Garcia Memorial Health Center*					x		x
We Care					x	x	
WeShine		x				x	
Worksystems, Inc.	x		x	x	x	x	x

* Qualified only in Washington County

Exhibit D
HOMELESS MANAGEMENT INFORMATION SYSTEM
(HMIS) PARTICIPANT AGREEMENT

This Agreement is entered into on ___/___/_____ (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County, the Housing Authority of Clackamas County (HACC) and

_____ (**Organization Name**).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder¹ implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder¹ organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key stakeholder¹ organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County, the Housing Authority of Clackamas County (HACC) and _____ (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

1. Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.
2. Technical Support: Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing

technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

3. Computers: Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
<https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>
PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.
4. Training: The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
5. Data: The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. Confidentiality of Information: Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the

Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

7. Transferability: No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
8. Mutuality: This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
9. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

10. Limitation of Liability: PHB and Key Stakeholders¹ shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this

agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders¹, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

11. Disclaimer of Warranties: The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.
12. Term and Termination: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders¹.
13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders¹. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders¹. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
14. Notices: All notices, between Participant and System Administrators, under this agreement must be in writing.
15. Scope of Agreement: This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
16. Applicable Law: This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
17. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

18. Data Quality and Training Plan: Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.

19. Submission of Reports: Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

ASSURANCE

_____ (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

Signature of Organization Director

Date

Printed Name, Title

EXTENT OF AGREEMENT

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements, whether written or oral.

Clackamas County Health, Housing and Human Services

Public Services Bldg.
2051 Kaen Rd., Oregon City, OR 97045

Rodney A. Cook, Director

Date (mm/dd/YYYY)

Housing Authority of Clackamas County

13930 S. Gain St., Oregon City, OR 97045

Toni Karter, Interim Director

Date (mm/dd/YYYY)

PARTICIPANT

Signature

Printed Name, Title

Date (mm/dd/YYYY)

Exhibit E

SHS PROGRESS REPORT FOR SUPPORTIVE HOUSING CASE MANAGEMENT & RESIDENT SERVICES

Note: The SHS Data Team will pull the data below (with the exception of average cost) from HMIS and provide it to the agency/program

- HMIS data quality: %missing
- Participant demographic data, including race and ethnicity
 - All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
- Supportive Housing Case Management/Residential Services
 - Number of households served
 - Bed/Unit utilization
 - Rates of increased income and benefits
 - Rates of Permanent Housing
 - Maintenance of housing in program
 - Exits to other permanent housing
 - Relocations within program to another PH unit
 - Post-exit follow-up PH retention rates
- Average cost per placement for people to be housed

Narrative Questions

1. What are some unexpected challenges you have faced this quarter? What are some unexpected strengths or positive outcomes you have faced this quarter? (Client successes - make sure it can be shared)
2. Low barrier services: How is your agency working towards/ensuring that entry to your services is low barrier? Have you seen any need to readjust your services in order to make them more accessible?
3. Please explain how you have been working towards the goal set out in the outcomes section of the Guiding Principles and Expectations section: “the work of ending racial disparities in housing and ending homelessness is one in the same”.
4. Have there been any new developments your agency has made in terms of “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.

Exhibit F SAMPLE TEMPLATE FOR INVOICES

Below is an example of an SHS invoice to reflect the level of specificity to be included in invoices. A more detailed sample in an Excel file will be provided by HACC, if requested. This sample can be adapted by Home Forward for subcontractor invoicing as well as invoicing to HACC.

INVOICE FY23 (Date Range) Fill in actual costs & submit electronically to (EMAIL)				
Contractor: _____ Project: _____ Address: _____ Contact: _____ Phone #: _____ Email: _____	Billing Period (Month/Year): _____ Contractor Invoice #: _____ Contract #: _____ Contract \$ Maximum: _____ Contract Term: _____			
Date(s) of Goods/Services	Description - Please provide a <i>detailed</i> description of each line item including client name *supplemental attachments are required for personnel and mileage reimbursements*	Contracted Budget Line Item Category	Population A/B	Funds Requested
Resident Services				
Resident Services Subtotal:				\$ -
Supportive Housing Case Management Services				
Supportive Housing Case Management Subtotal:				\$ -
Indirect Administration				
			-	
Administration Subtotal:				\$ -
Total Funds Requested				\$ -
This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.				
PAYMENT TERMS: Submit itemized invoices by the 15th day of the month following the month services were performed.				
CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.				
Prepared by: _____ Authorized Signer: _____		Date: _____		
Organization Information Address Phone Email				

Addendum DEFINITIONS

Culturally Responsive and Culturally Specific Services:

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

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.”

Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These organizations seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

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

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities.
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve.
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A keyway of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments.
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress and being deeply responsive to community needs.
- Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:
 - Organizational commitment, leadership, and governance;
 - Racial equity policies and implementation practice;
 - Organizational climate, culture, and communications;
 - Service-based equity and relevance;
 - Workforce composition and quality;
 - Community collaboration;

- Resource allocation and contracting practices.
- Data metrics and continuous quality improvement.

Culturally Specific

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

Organizations providing Culturally Specific Services reflect the following characteristics:

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

community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

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

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

Equal Access Rule:

Equal Access requirements: (1) housing and shelters must be made available to otherwise eligible individuals without regard to sexual orientation, gender identity, or marital status; and (2) equal access to programs, shelters, other buildings and facilities, benefits, services, and accommodations must be provided in accordance with an individual's gender identity.