

April 11, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

**Approval of a personal services contract with ASSIST for a Social Security Disability Insurance Recovery Services. Contract value is \$450,000.00 for 16 months.
 Funding through Supportive Housing Services funds.
 No County General Funds are involved.**

Previous Board Action/Review	Briefed at Issues: April 9, 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	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 contract with ASSIST for a Social Security Disability Insurance Recovery Services pilot program, which will assist households experiencing homelessness in Clackamas County.

ASSIST helps individuals with serious mental illness, physical/medical impairments, and/or those suffering from substance use disorders who are seeking treatment, to apply for Social Security Disability Insurance Recovery services. They also provide non-attorney legal representation of individuals who cannot navigate the benefits application process on their own with the intent of expediting the approval process by keeping their clients' cases out of the multi-year appeals process.

This program will provide 2.5 dedicated staff that will conduct approximately 160 one-on-one referral consultations with residents applying for Social Security Income (SSI)/Social Security Disability Income (SSDI) and to fully assist approximately 70 individuals eligible for the pilot program. For those in the pilot program, staff will provide representation through the full adjudicative process of applying for SSDI, as well as facilitate connections to stable housing and wrap around services.

Clackamas County will fund this contract through \$ 450,000.00 in Supportive Housing Services Funds. No County General funds are involved.

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RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement (11467) and authorize Chair Smith 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 #11467

This Personal Services Contract (this "Contract") is entered into between **ASSIST** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Department of Health, Housing, and Human Services, Housing and Community Development Division, for the purpose of providing Social Security Disability Insurance Recovery services. This Contract is purchased against the Washington County Price Agreement 187164, attached hereto as **Exhibit C** and incorporated by this reference herein.

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.
2. **Scope of Work.** Contractor shall provide Social Security Disability Insurance Recovery services ("Work"), further described in **Exhibit A – Scope of Work**, attached hereto and incorporated by this reference herein.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Four Hundred Fifty Thousand dollars (\$450,000.00), for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

County will pay a portion of the \$450,000.00 as a flat fee in the amount of \$25,000.00, to be paid within thirty (30) days of execution of this Contract. The flat fee of \$25,000.00 may be used by Contractor for performance of the Work.

The remaining \$425,000.00 allocated for Work will be paid on a cost reimbursement basis in accordance with the terms and conditions of the Contract.

The total Contract amount shall not exceed \$450,000.00.

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.

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

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

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@clackamas.us

In addition to the requirements outlined above, once the \$25,000.00 (amount advanced) in funding for the Work has been fully expended and invoiced by Contractor, Contractor will be required to submit a reconciliation of the use of the advanced funding payment of \$ 25,000.00 issued, until the advanced amount has been fully reconciled. The reconciliation shall document, to County’s satisfaction, that funds were used in accordance with the terms and conditions of the Contract. Contractor must, within thirty (30) days of receiving written demand from County, return all or a portion of the advanced funding that was spent in violation of the Contract, or that is unspent at the end of the Contract term.

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, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and County Contacts.

<p>ASSIST Contractor Administrator: Mellani Calvin Phone: (503) 888-2690 Email: mcalvin@assistdbtc.com</p>	<p>Housing and Community Development Division Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@clackamas.us</p>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding

taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.

- a. **Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees.
- b. **Indemnification of County.** Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

- c. **Indemnification and Defense of Metro.** The Contractor agrees to indemnify, defend, save, and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents, and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as Legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

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 does 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: HousingServices@clackamas.us .

<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 agrees to a waiver of subrogation is hereby stricken.

10. **LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by

this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

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

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

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

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from

disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

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

29. 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.

ASSIST

Mellani Calvin
Authorized Signature _____ Date _____

Mellani Calvin
Name / Title (Printed) _____

950335-94
Oregon Business Registry # _____

Public Benefit - Oregon
Entity Type / State of Formation _____

Clackamas County

Signature _____ Date _____

Name: _____

Title: _____

Approved as to Form:

[Signature] _____ 03/18/2024
County Counsel _____ Date _____

Attachments: Exhibit A – Scope of Work; Exhibit B – Budget; Exhibit C – Washington County Price Agreement # 187164; Exhibit D – ASSIST Referral Form.

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

Social Security Disability Insurance Recovery services

ASSIST (“Contractor”) will provide Social Security Disability Insurance Recovery Services to those seeking assistance who are experiencing homelessness or at imminent risk of homelessness in Clackamas County by expediting benefits approvals and with the intent of keeping their clients’ cases out of the multi-year appeals process, while following the practices and performance standards stated below.

ASSIST will provide comprehensive SSI/SSDI application assistance for individuals with serious mental illness, physical/medical impairments and/or co-occurring substance use disorder. ASSIST will represent their clients throughout the entire adjudicative process. ASSIST will keep meticulous data and statistics on their program outcomes and appeals if appeals are necessary.

ASSIST’s work is based on a national model, a SAMHSA supported service program for disabled homelessness called SOAR, SSI/SSDI Outreach, Access and Recovery; and focuses on supporting ongoing casework with significantly disabled and indigent Clackamas County residents in FY 2023/2024 and 2024/2025.

ASSIST will work within a proactive case management model and legal representation of people who cannot navigate the often-multi-year benefits application process on their own. This is a critical “front door key” to many other services the County provides once they have been “deemed” disabled by the federal government.

ASSIST is an income-generating program for the client that helps people become eligible for categorical Medicaid for the blind, aged or disabled (non-waivered Medicaid as opposed to the ACA or OHP) and Medicare health insurance. Access to critical state and county disability programs.

This program will provide 2.5 dedicated staff that will support approximately 70 individuals per year with the SSI/SSDI application process. Referrals for this program will come from multiple sources and must be Clackamas County individuals who are unhoused, at risk of losing housing or receiving housing retention services, within the Metro Urban Growth Boundary. Contractor will report capacity to the Housing Services Team (HST).

In addition to serving these 70 participants it is estimated that approximately 160 one-on-one referral consultations with Clackamas County residents on the SSI/SSDI application process will happen whether people are enrolled into the program or not. A minimum of 15 participants per year will result from referrals made from SHS/CoC agencies.

ASSIST will provide the following services:

- Comprehensive SSI/SSDI application assistance for individuals with serious mental illness, physical/medical impairments and/or co-occurring substance use disorder
- Benefits Specialists casework application navigation and legal representation through the full adjudicative process.
- Director level casework supervision.
- Administrative/Clerical casework support.
- Director level program introduction meeting time to promote the service to other community service providers throughout the county.
- Telephone consultations to the public as subject matter experts.
- Consultations of new referrals that ASSIST does not enroll into the program (ASSIST provides education and advice on the benefits application process.).
- Medical appointment coordination and client transportation as needed for the application process
- Client diagnostic evaluation expenses on behalf of ASSIST clients with significant mental health impairments (Average \$1200 to \$1,800 per case)
- Direct client purchases and related expenses as they pertain to the lengthy application process such as: Bus tickets, gas cards, cell phones and other purchases that allow clients to stay fully engaged with the benefits specialists during the lengthy process.

Contractor will provide outreach and engagement, connections to coordinated housing access, and wrap around services to include rendering the items listed above to participants of the County’s Supportive Housing Services program, as those terms are defined in the Washington County Purchase Agreement #187164.

Goals and Benchmarks (Timeline)

This is a pilot program. ASSIST and Clackamas County will meet 60 days after the pilot launch to evaluate program satisfaction according to the benchmarks listed below.

ASSIST and Clackamas County will meet at least 60 days before the end of the pilot program to evaluate outcomes and the County will determine, it is sole discretion, whether to start negotiations on a new contract based on the results of this pilot program.

Goals will be pro-rated yearly. Year 1 is from January 2024 to June 2024. Year 2 is from July 1, 2024, to June 30, 2025.

Goal	Completion Timeline
Contractor will strive to provide approximately 160 one-on-one referral consultations on the SSDI/SSI application process to Clackamas County individuals who are unhoused, at risk of losing housing or receiving housing retention services.	Annually

<p>Contractor will enroll and render outreach and engagement services to approximately 70 Clackamas County individuals who are severely disabled, unhoused, at risk of losing housing or receiving housing retention services, within the Metro area. A minimum of 15 enrollees per year will come from SHS/CoC agencies.</p>	<p>Annually</p>
<p>Contractor will provide wrap around support services to participants to assist with developing medical case for disability benefits approval.</p>	<p>Annually</p>
<p>Contractor will provide an in person training to Housing Providers within 60 days of contract signing with the support of Housing Services Team. On going zoom trainings approximately two times per year – at CoC and Retention meetings</p>	<p>Within 60 days of contract signing for in person Training</p>
<p>Contractor will track HMIS#'s on referral form, attached and incorporated herein as Exhibit D, and will provide a report on referrals accepted and stages of application upon entry vs where they are now in the disability benefits process. Enrollments, referrals, approvals and ongoing active case numbers.</p>	<p>Quarterly</p>

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET FY 23-24/FY 24-25**



Clackamas County ASSIST Program, Federal Disability Benefits Service Expansion			
	FY 23-24	FY 24-25	
	Year 1	Year 2	Notes
Contract revenues	\$ 150,000.00	\$ 300,000.00	
Expenses:			
Salaries and wages	\$ 108,350.00	\$ 216,700.00	2.5 dedicated staff, .30 supervisor, .33 Executive director
Payroll Taxes	\$ 8,300.00	\$ 16,600.00	
Benefits	\$ 9,050.00	\$ 18,100.00	
Total salaries, taxes & benefits	\$ 125,700.00	\$ 251,400.00	
Client Services	\$ 9,300.00	\$ 17,600.00	\$9,300 for evaluations in year 1 - anticipate influx of new clients; \$15,600 for psych evals in year 2 plus, \$2,000 for other client expenses
Staff Training & Development	\$ -	\$ 1,000.00	Specialized training for new program staff
Indirect costs (10%)	\$ 15,000.00	\$ 30,000.00	
Total Expenses	\$ 150,000.00	\$ 300,000.00	

**EXHIBIT C
PERSONAL SERVICES CONTRACT
PURCHASE AGREEMENT 187164**

Blanket Purchase Agreement 187164, 3



WASHINGTON COUNTY
OREGON

Department of Support Services - Purchasing
155 N First Ave., Suite 270, MS28
Hillsboro, OR 97124-3072

Type	Blanket Purchase Agreement
Order	187164
Revision	3
Order Date	08-APR-2022
Created By	Larson, Jessica
Revision Date	28-FEB-2024
Current Buyer	Larson, Jessica

Supplier: Assist
4412 SW Barbur Blvd
Suite 200
Portland, OR 97239
United States

Ship To: Housing Services
MS63
111 NE Lincoln Rm 200-L
Hillsboro, OR 97124

Bill To: Housing Services
MS63
111 NE Lincoln Rm 200-L
Hillsboro, OR 97124

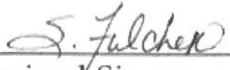
Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	32749	Net 30	TBD	FOB Destination		
Effective Start Date	Effective End Date	Amount Agreed (USD)				
	30-JUN-2025	0.00				
Washington County Reference			Requester/Deliver To			
This is an authorization to contract work, not a contract to perform work.			Larson, Jessica			

Notes: If contractor agreed to extend the terms, conditions and prices in the solicitation process, other public agencies may contract with contractor under this Washington County permissive cooperative procurement. Other public agencies may include additional terms & conditions provided they don't conflict with material terms of the RFPQ.

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Contractor will render outreach and engagement services to participants of the Supportive Housing Services program. Terms and Conditions of RFPQ 2021.051 are included by reference. Payment to be negotiated by project.				
2	Contractor will render connections to stable housing services to participants of the Supportive Housing Services program. Terms and Conditions of RFPQ 2021.051 are included by reference. Payment to be negotiated by project.				
3	Contractor will render wrap around support services to participants of the Supportive Housing Services program. Terms and Conditions of RFPQ 2021.051 are included by reference. Payment to be negotiated by project.				
Contractor must indemnify, defend, save and hold harmless Metro, and any other public agency utilizing this contract, and their officers, employees and agents from and against any and all claims and losses arising from a tort					

This purchase order is subject to the terms and conditions attached.

Page 1 of 2

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
<p>(as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Services Provider. Not applic</p>					
<p>1. This purchase order is subject to the terms and conditions attached. 2. Washington County's Federal Tax ID 93-6002316.</p>				 _____ Authorized Signature	

This purchase order is subject to the terms and conditions attached.

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**EXHIBIT D
PERSONAL SERVICES CONTRACT
ASSIST REFERRAL FORM**



A.S.S.I.S.T. Referral Form

Date: _____

Please answer all of these questions. If you do not know the answer please ask your client.

Name of Referring Agent/Agency: _____		
Contact E-mail: _____	Contact phone: _____	
ROI Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Claim in progress? <input type="checkbox"/> Yes <input type="checkbox"/> No	Initial app. <input type="checkbox"/>
Appeal needed? <input type="checkbox"/> Yes <input type="checkbox"/> No (60 days from last denial date)	Reconsideration <input type="checkbox"/>	
Date of last denial: _____	Hearing <input type="checkbox"/>	
Is there an attorney involved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Atty. Name: _____	

First Name: _____ Last Name: _____

Address: _____ Zip _____

If homeless, please indicate "homeless" but provide a zip code of where they stay.

Shelter: Subsidized Housing: Transitional Housing: Couch Surfing: Perm. Housing:

Date of Birth: _____ (mm/dd/yyyy) SSN: _____

Gender: Female Male Transgender Client's phone: _____

Mother's maiden name: _____ Father's name: _____

Client's place of birth (City & State): _____

Veteran? Yes No HMIS Number? _____

Race: Multiracial Latino Black Indigenous American Asian Pacific Islander Middle Eastern, Caucasian, Other: _____

Does client have any insurance: None, OHP/Medicaid, Medicare, Ins. Co. Name _____

Is client chronically homeless? HUD Definition: last 12 mths. or 4 times in last 3 yrs. Yes No

Is the Client Head of Household Yes No

Education: What grade completed? _____

Does client have any income? P/T work, VA benefits, TANF, Workers' Compensation, Unemployment, or Other: _____

Approximately how much per month? _____

Do they have any property or possessions that could be turned into cash? If yes, briefly, what items? _____

4412 S. Barbur Blvd., Suite 240 Portland, OR 97239 T: 503-888-2690 F: 503-477-4177
Email: McAlvin@AssistDBTC.com Website: www.ProgramAssist.org

Brief employment history: _____

How long since last employed full-time? _____

Disabling symptoms: _____

Established diagnoses: _____

Roughly how long have the client's severe conditions been disabling? _____

Treatment history:

Psychiatric Hospitalizations? (appx dates): _____

On-going psychiatric treatment? Where? _____

Medical Hospitalizations? (appx dates) _____

On-going medical treatment? Where? _____

Primary care provider's names? _____

How long with this provider? _____

Other treatment providers? _____

Primary medications: _____

Substance abuse* Yes No (Drug of choice) _____

Level of use: Mild Moderate Heavy

Clean and Sober? Yes No How Long? _____

Is/was client involved in a treatment program? Yes No, Completed? _____

Any criminal history* _____

**This alone will not disqualify our help.*

Briefly describe in your opinion why you think this client is unable to work. Please be specific.

PLEASE FAX COMPLETED FORM TO (503) 477-4177

Please Note: Filing a Social Security disability claim is an American right. If your client believes they are disabled and A.S.S.I.S.T. opts not to represent this person, it is very important to let them know they should contact the Social Security Administration to start the claims process on their own.

Social Security Administration's telephone number is **1-800-772-1213**

For free case consultations please contact ASSIST at 503-888-2690.

4412 S. Barbur Blvd., Suite 240 Portland, OR 97239 T: 503-888-2690 F: 503-477-4177

Email: McAlvin@AssistDBTC.com

Website: www.ProgramAssist.org