



COPY

February 27th, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution # 1943 – Approval to Appoint Ann Leenstra as the Resident Commissioner to serve on the Housing Authority of Clackamas County Board of Commissioners

Purpose/Outcomes	Appoint Ann Leenstra as Resident Commissioner to serve on the Housing Authority Board for a four (4) year term
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective March 1 st , 2020 and terminates on February 29 th , 2024
Previous Board Action	Current resident commissioner was appointed by the Board of County Commissioners on May 16, 2013 for a four year term and reappointed to a subsequent term. Paul's term ends 02/29/2020
County Counsel	N/A
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Efficient and effective services
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing & Human Services Department requests the approval to appoint Ann Leenstra, to serve as the Resident Commissioner of The Housing Authority of Clackamas County's Board of Commissioner's.

The Housing Authority is required per Federal Regulation 24 CFR 964.415 to have not less than one eligible resident board member on its governing board. To be eligible, a resident must be directly assisted by the HACC through its Public Housing or Housing Choice Voucher (Section 8) programs. According to the Housing Authority Bylaws, the Authority may have up to seven (7), but no less than (5) Commissioners. Five (5) Commissioners shall be that of the governing body of Clackamas County, as elected by the citizens of Clackamas County. Two (2) Commissioners shall be appointed positions ("Appointed Resident Commissioners"). The first Appointed Resident Commissioner must be a resident who receives direct assistance from the Authority. The second Appointed Resident Commissioner must live within the jurisdiction of the Authority.

Ms. Leenstra has been a resident in the Housing Authority's Public Housing program since early 2016. Ann has a degree in Interior Design and worked with repair and renovation of properties for many years. She enjoys building and maintaining a sense of community. Ann is very excited about the growth opportunity for housing in Clackamas County. Ann is currently the Resident Association President at Hillside Manor (for the second time) and an advisor to the Safety Team. Ann is also on the Milwaukie's

Healthy Families. Strong Communities.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON**

In the Matter of Approving the
Housing Authority Resident Board
Member

RESOLUTION NO. 1943

WHEREAS, the bylaws of the Housing Authority of Clackamas County, Oregon specify that a Board Member shall be a participant of a Housing Authority program; and

WHEREAS, the Housing Authority of Clackamas County held a public process seeking a resident or voucher participant with community engagement experience and a desire to engage in work to help address the affordable housing crisis; and

WHEREAS, Ann Leenstra applied for and interviewed for this position along with 8 other candidates; and

WHEREAS, Ann Leenstra has been a Public Housing resident in good standing for 4 years, since February 2016. Ann Leenstra currently serves as an adviser to the Hillside Manor Safety Team, president for the second time of the Hillside Manor Resident Association, Ann also serves on the City of Milwaukie's Tree Board; and

WHEREAS, Ann Leenstra is hereby appointed as resident Board member for the Housing Authority of Clackamas County for a term of four years effective March 1, 2020; and

ADOPTED by the Housing Authority Board of Commissioners of Clackamas County, Oregon, at an open public meeting thereof

ADOPTED this 27 day of February 2020.

HOUSING AUTHORITY OF CLACKAMAS
COUNTY:

Chair

Recording Secretary

February 27, 2020

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval to execute a Grant Agreement between the Housing Authority of Clackamas County and Health Share to administer a pilot rent assistance housing program

Purpose/Outcomes	Approval to execute a Grant Agreement between the Housing Authority of Clackamas County and Health Share to administer a pilot rent assistance housing program
Dollar Amount and Fiscal Impact	Total \$1,333,333
Funding Source	Grant Funds
Duration	02/27/2020 – 04/30/2020
Previous Board Action	None
County Counsel	Andrew Naylor reviewed, February 12, 2020
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	9652

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to execute a Grant Agreement between HACC and Health Share to administer a pilot rent assistance housing program.

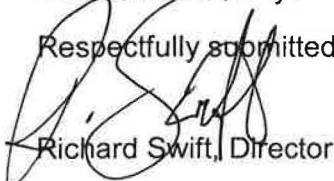
The “Metro 300” program will serve eighty (80) households who are homeless, over the age of fifty (50) with one or more disabling conditions. Participants will receive twelve (12) months of rent assistance and case management to ensure housing stabilization and that participants are connected to services. Given our current housing crisis, additional rental assistance is needed and HACC is eager to pilot this new rent assistance program.

The Metro 300 pilot project will work closely with existing partners for referrals. These partners include Continuum of Care providers, Law Enforcement Assisted Diversion Program (LEAD) partner Central City Concern, Better Outcome through Bridges (BOB) Providence, Clackamas County Health Centers, and the local nonprofit Oregon Human Development Corporation (Oregon HDC). Efforts are also already underway to partner in new and different ways for this population with the Health, Housing and Human Services Department (H3S).

RECOMMENDATION:

Staff recommends the HACC Board approve the Grant Agreement. Additionally, staff recommends the HACC Board authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) and the *Housing Authority of Clackamas County (HACC)*, a public corporation organized under ORS Chapter 456 (“**Grantee**”) is entered into on the date of the Agreement’s full execution and is effective as of the *February 27, 2020* (the “**Effective Date**”).

RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Grantee’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “**Statement of Work**”).
- D. Grantee has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “**Budget**”).

AGREEMENT

1. Grant Award.

- 1.1 **Amount.** Health Share awards a grant in the maximum amount of \$1,333,333, to Grantee, subject to the terms and conditions of this Agreement. The grant funds, and the award of this grant is contingent upon Health Share receiving full and timely funding from The Kaiser Permanente National Community Benefit Fund at the East Bay Community Foundation (“**Kaiser**”) for the purpose of the Kaiser Permanente Metro 300 project (“**Metro 300 Grant**”).
- 1.2 **Invoicing.** To receive grant funds, Grantee must prepare and submit an initial prospective invoice to Health Share in the amount of \$444,444.33. After the first invoice, Grantee’s invoices for prospective payment shall be submitted according to the payment schedule as outlined in the Statement of Work and will be contingent upon meeting the requirements of the Statement of Work. Invoices must include the designated project code provided by Health Share on the attached Budget. Invoices must be submitted to one of the following addresses:

vendorinvoice@healthshareoregon.org

Health Share of Oregon
Attn: Finance Department
2121 SW Broadway, Suite 200
Portland, Oregon 97201

1.3 **Payment.** Health Share will disburse grant funds to cover Grantee's anticipated expenses shown on an invoice within thirty (30) calendar days of receiving the invoice, assuming Grantee's continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Grantee has submitted the invoice in accordance with this Section 1.3 and Health Share has determined that the amounts shown on the invoice represent amounts Grantee should properly incur in the performance of the activities described in the Statement of Work.

1.4 **Unavailability of Funds.** Under the Kaiser grant agreement, Kaiser is scheduled to issue three payments to Health Share in January, June and October 2020. Health Share agrees to immediately notify Grantee in writing if Health Share does not receive any of these payments according to the timeline.

2. **Use of Grant Funds.**

2.1 **Required Use.** Grantee will use the grant funds solely for the activities described in the Statement of Work and in accordance with the Budget, Exhibit B. Use of any portion of the grant funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Grantee spends the funds.

2.2 **Prohibited Use.** Grantee will not use any portion of the grant funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; or (iii) for any grants to individuals awarded on a nonobjective basis. Grantee will repay, on demand, to Health Share any portion of the grant funds that is not spent in accordance with this Agreement.

3. **Reporting and Recordkeeping.**

3.1 **Required Reports.** Grantee will, at a minimum, provide monthly summary reports and quarterly detailed reports as described in the Statement of Work as well as regular written reports to Health Share as to the expenditure of the grant funds, covering both the substance of Grantee's activities funded with the grant award and Grantee's financial administration of the grant. A final report that details all expenditures of the grant funds and the progress made towards the grant's goals, including Grantee's progress toward any benchmarks established in the Statement of Work is due within sixty (60) days from the date that the grant funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Grantee's regular and final reports and impose additional reporting requirements.

3.2 **Separate Accounting.** Grantee will maintain Grantee's books so as to show the grant fund separately and will keep adequate records to substantiate all expenditures of the grant funds. Grantee will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Grantee's use of the grant funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Grantee's expenditures of this grant and Grantee will cooperate with any such audit.

- 3.3 **Additional Information.** Grantee will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share’s responsibility for supervising Grantee’s expenditure of the grant funds.
- 3.4 **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be *April 30, 2022*.
- 3.5 **Acknowledgement of Health Share.** Grantee will acknowledge Health Share in any announcement or publication Grantee makes regarding the grant or Grantee’s grant-funded activities; provided, however, that Grantee will submit such materials in advance to Health Share, for review and revision in Health Share’s sole discretion.

4. **Changes in Control.**

- 4.1 **Personnel Changes.** If requested, Grantee will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. **Miscellaneous.**

- 5.1 **Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:
Health Share of Oregon
Attn: Alyssa Craigie
2121 SW Broadway, Suite 200
Portland, Oregon 97201

Grantee:
Housing Authority of Clackamas County
Attn: Debbie Greene
debbiegre@clackamas.us
PO Box 1510
Oregon City, OR 97045

- 5.2 **Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the “**Standard Terms and Conditions**”) and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

[Signature page follows]

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

HEALTH SHARE OF OREGON, an Oregon nonprofit corporation

Date Signed

Name: Maggie Bennington-Davis, MD
Title: Interim CEO and CMO

HOUSING AUTHORITY OF CLACKAMAS COUNTY BOARD, an Oregon public corporation
Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Date Signed

Richard Swift, Director
Health, Housing and Human Services Department

**STANDARD TERMS AND CONDITIONS
FOR GRANT AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
 - a. By Health Share and Grantee, by mutual written agreement, at any time.
 - b. By Health Share, in the event that Grantee breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Grantee must hold in order to engage in the activities described in the Statement of Work.
 - c. By Health Share if it does not receive the grant funding from Kaiser.
 - d. By Grantee in the event the Grantee fails to receive expenditure authority sufficient to allow Grantee, 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 is prohibited or Grantee is prohibited from paying for such work from the planned funding source.
 - e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of grant funds to Grantee and Grantee will return any unexpended grant funds; provided, however, that Health Share will reimburse Grantee for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement, and (ii) any commitments made in accordance with this Agreement, where the reason for early termination of the Agreement is Health Share's breach of the Kaiser Metro 300 Grant agreement. Nothing in this paragraph will be construed as limiting Grantee's obligation to repay to Health Share any portion of the grant funds that is not spent in accordance with this Agreement.

3. **Remedies.** In the event that Grantee breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Grantee's remedy will be limited to termination of the Agreement and the receipt of any outstanding grant funds that Grantee is entitled for appropriate work already performed, as determined under this Agreement. Neither party will be liable for direct, indirect or consequential damages. Termination will not result in a waiver of any other claim either party may have against each other.

4. **No Third Party Beneficiaries.** Health Share and Grantee are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

5. **Intellectual Property.** As between Health Share and Grantee, all work product that results or arises from Grantee's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Grantee Work Product**"), will be solely owned by Grantee, **provided however**, Grantee grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Grantee agrees to make, and makes, such Grantee Work Product available to third parties under the same or similar

license terms.

6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Grantee will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Grantee will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Grantee's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Grantee acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Grantee's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Grantee's performance of the activities described in the Statement of Work. Grantee will retain and keep accessible all Records for the longer of:
 - a. For non-clinical records, six (6) years following final disbursement of the grant or termination of this Agreement, whichever is later;
 - b. For clinical records, seven (7) years following the date of service;
 - c. The retention period specified in this Agreement for certain kinds of records;
 - d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
 - e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Grantee will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit, subject to any restrictions on access to Records that may be imposed under applicable law. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Grantee's activities described in the Statement of Work require Grantee to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Grantee access to such OHA Information Assets or Network and Information Systems, Grantee will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Grantee will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of

integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

10. **Indemnity.** Grantee will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the negligent acts or omissions of Grantee or Grantee's officers, employees, or agents under this Agreement. Grantee will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Grantee nor any attorney engaged by Grantee will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Grantee settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.

Health Share will defend, save, hold harmless, and indemnify Grantee and its employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the negligent acts or omissions of Health Share or Health Share's officers, employees, or agents under this Agreement. Health Share will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Health Share nor any attorney engaged by Health Share will defend the claim in the name of Grantee, nor purport to act as legal representative of Grantee, without first receiving from permission from Clackamas County Counsel authority to act as legal counsel for Grantee, nor will Health Share settle any claim on behalf of Grantee without the approval of Grantee. Grantee may, at Grantee's election and expense, assume Grantee's own defense and settlement.

11. **Insurance.** Grantee will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
12. **Waiver.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by either party of that or any other provision. Waiver of any default under this Agreement by either party will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "claim") between Health Share and Grantee that arises from or relates to this Agreement will be brought and conducted solely and exclusively

within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.

14. **Severability.** If any term or provision of this Agreement 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
15. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.
16. **Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses. Grantee will include a provision in each sub-agreement requiring subgrantees to comply with the requirements of this clause.
17. **Representations and Warranties.**
 - a. Grantee represents and warrants to Health Share that:
 - i. Grantee has the power and authority to enter into and perform this Agreement;
 - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Grantee enforceable in accordance with this Agreement's terms;
 - iii. Grantee has the skill and knowledge possessed by well-informed members of Grantee's industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;
 - iv. Grantee will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
 - v. Grantee prepared Grantee's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
 - b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
18. **Independent Status of Grantee.**
 - a. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Grantee under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee from engaging in the activities described in the Statement of Work. If funds granted to Grantee under this Agreement are charged against

federal funds, Grantee certifies that Grantee is not currently employed by the federal government.

- b. Grantee is responsible for all federal and State taxes applicable to compensation paid to Grantee under this Agreement and Health Share will not withhold from the grant funds any amounts to cover Grantee's federal or State tax obligations.
- c. Grantee's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Grantee and Health Share. Grantee is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

19. Confidentiality.

- a. That Parties agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
- b. The Parties acknowledge and agree: (i) to exercise the same degree of care and protection, but no less than a reasonable degree of care and protection, over the other Party's confidential information and protected data as each Party exercises with respect to its own similar information; (ii) that all Confidential Information disclosed pursuant to the Agreement, including client specific information, should be considered confidential; (iii) not to use any confidential information or protected data during the term and for two years thereafter for any purpose other than as permitted under the Agreement; (iv) not to disclose or provide any confidential information or protected data to any third-party, except as expressly authorized in writing or required by law; (v) not to remove or destroy any proprietary markings on the confidential information or protected data; and (vi) to return or destroy all of the other Party's confidential information and protected data on the expiration or termination of the agreement, unless prohibited by law or otherwise provided in the Agreement. As requested, a Party shall certify to the other the destruction of any of the other's confidential information or protected data, as applicable, within its possession or control.
- c. The Agreement does not require the Parties to protect information that: (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either Party; (iii) is disclosed to either Party by a third-party that breaches no confidentiality obligation through that disclosure; (iv) is developed independently by either Party without reference to or use of confidential information; or (v) is required to be disclosed by law or to a government authority.
- d. Disclosure by either Party of confidential information or protected data to its professional advisors, employees, agents, affiliates, subsidiaries, subcontractors, and consultants is authorized only to the extent: (i) such disclosure is necessary to enable the performance of its obligations under the Agreement; and (ii) such parties receiving confidential information are comparably bound to safeguard and keep confidential such information.
- e. Health Share may disclose client specific information to a third party evaluator for the purposes of evaluating the effectiveness of the Grant so long as the third party maintains the confidential nature of the information and such disclosure complies with all applicable law.

- 20. Assignment.** Grantee will not assign or transfer Grantee's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of

interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

21. **Subgrants.** Grantee will not subgrant any portion of the grant funds awarded under this Agreement without the prior written consent of Health Share.
 - a. The Parties agree that payments made by Grantee to third parties for housing and services for participants in the Metro 300 program do not constitute a subgrant.
 - b. In the event that Health Share consents to Grantee's subgranting all or any portion of the grant funds to a third party, the following conditions will apply:
 - i. Grantee will remain responsible for all obligations under this Agreement;
 - ii. Grantee will include all requirements of this Agreement in each subgrant, and will be responsible for the performance of Grantee's subgrantees; and
 - iii. Grantee will supply Health Share with a copy of each subgrant upon request.
 - c. Health Share by this Agreement incurs no liability to third persons for payment of any grant funds provided under this Agreement to Grantee.

22. **Informal Dispute Resolution.** The parties will use the following procedure if Grantee has complaints or concerns regarding this Agreement:
 - a. Grantee may contact Health Share to informally discuss Grantee's complaints or concerns.
 - b. If the matter remains unresolved after the informal discussion, Grantee may submit a letter or other documentation to:

Health Share of Oregon
Attn: Chief Executive Officer
2121 SW Broadway, Suite 200
Portland, Oregon 97201

setting forth Grantee's complaints or concerns. Within ten (10) business days of receiving Grantee's letter, Health Share will contact Grantee and attempt to resolve the matter.
 - c. If the matter remains unresolved, Grantee may submit a letter or other documentation to the CEO setting forth Grantee's complaints or concerns. The CEO or the CEO's designee will contact Grantee promptly and attempt to resolve the matter.
 - d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
 - e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

24. **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.

25. **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.

Exhibit A
Statement of Work

1. Program Description

The Metro 300 Grant is designed to provide funding to each of the three counties in the Portland metro area with the goal of housing 300 qualifying seniors in the region within 12 months of execution of this Agreement. The funding originates from the Metro 300 Grant to Health Share on behalf of the Regional Supportive Housing Impact Fund (RSHIF). Health Share is administering the grants in collaboration with Kaiser and the three counties.

Under this Agreement, HACC will strive to house 80 households during the 2020 calendar year within Multnomah, Washington or Clackamas Counties. This number may be adjusted with the written consent of Health Share.

Participants housed using funds granted pursuant to this Agreement must meet the following criteria:

- A member of the household must be age 50 or above and homeless. Homeless is defined as “literally homeless” using the HUD definition, with the following exceptions:
 - No restriction on 90 or more days in an institution,
 - No restriction on those fleeing domestic violence, and
- One or more disabling conditions and/or referral from one or more systems of care/institutions. These may include, but are not limited to, the Recuperative Care Program (RCP), Assertive Community Treatment (ACT), hospital, Skilled Nursing Facility (SNF), Coordinated Entry/Coordinated Access waitlists, Federally Qualified Health Centers, or Warming shelters.

Note: those participants who are chronically homeless at entry into this rapid rehousing program will maintain their chronic homeless status (and thus their eligibility for permanent supportive housing units should they become available).

2. Program Services

HACC will utilize grant funding to house qualifying individuals. Project funding can be deployed flexibly to deliver anything necessary for qualifying individuals for housing stability, including barrier reduction, housing location and move-in supports, supportive services, rapid rehousing and rent assistance, housing search assistance, and ongoing resident services focused on housing stabilization.

While HACC can leverage and braid this flexible funding with other sources, the expectation is that the Kaiser Permanente funds will, to the extent possible, serve those qualifying individuals who otherwise would remain unhoused, and the grant funds shall not be used to replace other funding.

In Clackamas County, the project will work closely with existing partners for referrals. These partners include Continuum of Care providers, Law Enforcement Assisted Diversion Program (LEAD), Better Outcome through Bridges (BOB), Health Centers and Oregon Human Development Corporation (Oregon HDC). Efforts are also already underway to partner in new and different ways for this population with the Health, Housing and Human Services Department (H3S).

All participants shall be asked to complete an HMIS Entry form so that client data can be tracked and seen by the referring agency, any third-party housing search agency, and the county lead agency to monitor progress with service connections, housing stability and income. Each county will strive to ensure program participants receive housing search and placement support along with retention services focused on housing stabilization, based on individual need.

3. Program Reporting

Each county will manage and track the grant funding, which will provide housing financial assistance for each qualifying individual based on their individualized housing plan. HACC will monitor and report

progress to an oversight committee that will include representatives from Health Share, Kaiser Permanente, and the each of the three Counties. Summary reports will be produced by HACC using a standard HMIS reporting template submitted to Health Share monthly and will include:

- Number of qualifying individuals housed in the previous month
- Number of qualifying individuals in housing search (i.e., have been referred/entered but not yet housed)
- Standard demographics in HMIS report (race, ethnicity, gender, age categories)
- Total number of qualifying individuals housed since project launch
- Referral source breakdown for all qualifying individuals served to date
- Housing placement breakdown for all qualifying individuals served to date using HMIS standard categories

On a quarterly basis, and to the extent permitted by applicable law, HACC will submit individually identified data to Health Share for research and evaluation purposes, which shall include, at a minimum, the following fields:

- Client name (first, last)
- Client date of birth
- Standard demographics in HMIS report (race, ethnicity, gender, age categories)
- Date housed
- Referral source (e.g. hospital, emergency department, RCP, shelters, etc.)
- Housing placement type using HMIS standard categories

HACC will obtain from the participants any necessary consents for the disclosure of individually identified data to Health Share as described above, and shall not disclose individually identifiable data to Health Share without the participant's consent.

Prior to the release of the second and third payments, HACC shall have submitted all reports due, and a financial report, in a form acceptable to Health Share, that includes amounts spent to date, any amount committed but not yet spent, and any remaining unallocated funds. Spending will be broken down, at a minimum, in the following categories: Personnel, Rental Assistance, Barrier Removal and Administrative Fee. This report will be submitted to Health Share and after review will be submitted by Health Share to Kaiser. Following satisfactory review of this report by Kaiser, Kaiser will issue the next payment to Health Share for distribution to the Counties.

4. Evaluation

Grantee acknowledges that Health Share and/or Kaiser may hire a third party to evaluate the effectiveness of Metro 300, or associated projects. Grantee explicitly grants Health Share and Kaiser each a license to use and disclose data generated or reported in support of this Agreement to third parties solely for the purposes of performing this evaluation and consistent with the Confidentiality provisions in Attachment A, Section 19. Grantee also explicitly grants permission for Health Share, Kaiser, and any third party evaluator to publicize the results of any evaluation, so long as those results only contain aggregate or de-identified data, and consistent with academic and scientific research standards publish any findings.

Grantee will collaborate with Health Share, Kaiser, and the third party evaluator and take reasonable necessary steps to acquire effective consents from qualifying individuals to use and disclose any sensitive or personally identifying information necessary to support Metro 300 and associated evaluation(s). Grantee will acquire approval from Health Share prior to instituting any consent or authorization forms associated with this program. If requested Grantee shall execute data sharing agreements to facilitate the evaluation of Metro 300 and disseminate findings.

No information which could identify an individual will be included in any public reports generated.

Exhibit B

Budget (note any in-kind dollars)

Personnel Costs	FTE	Total Cost
In-kind Case Management		\$50,000
Contracted Case Manager		\$100,000.00
	Subtotal: Personnel	\$150,000.00

Rent Assistance		Total Cost
Monthly rent assistance for 80 households		\$969,600.00
	Subtotal: Rent Assistance	\$969,600.00

Barrier removal		Total Cost
Application fees		\$4,000.00
Security Deposit Assistance		\$126,400.00
In-kind Barrier Buster Funds (County General Fund)		\$50,000.00
	Subtotal: Barrier Removal	\$180,400.00

Admin Fee		Total Cost
Administrative Fee (10%)		\$133,333.00
	Subtotal: Admin	\$133,333.00

	Total Project Budget	\$1,433,333.00
	Total Project In-Kind	\$100,000.00
	Total Grant Funding	\$1,333,333.00