

November 7, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with
Northwest Housing Alternatives, Inc. for
HomeBase Program Operations and Financial Assistance

Purpose/Outcomes	Agency provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	\$117,316.47 over the contract term
Funding Source	County General Funds
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	Previous contracts/amendments for the same service were approved on 7-13-17 #071317-A1, 1-11-18 #011118-A2, and 8-16-18 #081618-A6.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The contract was approved on October 23, 2019.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9465

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Personal Services Contract with Northwest Housing Alternatives, Inc. (NHA) for HomeBase client financial assistance, program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low income families and individuals to access affordable housing or remain stably housed. Beginning in the 2012/13 fiscal year, the Board of Commissioners awarded NHA \$100,000 per year of County General Funds to support the HomeBase program. These funds have been distributed through the Social Services Division since that time.

Healthy Families. Strong Communities.

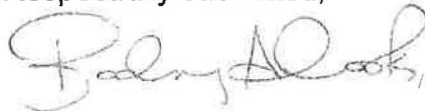
November 7, 2019

NHA also receives annual funding to serve HomeBase clients through the special client fund program. The total contract amount for 2019/20 fiscal year for these services is \$117,316.47 of County General Funds, including carryover.

RECOMMENDATION:

Staff recommends the Board approval of this contract and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy Director/FOA

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 9465**

This Personal Services Contract (this "Contract") is entered into between into between **Northwest Housing Alternatives** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective **July 1, 2019**. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2020**.
- 2. Scope of Work.** Contractor shall provide the following personal services: HomeBase program operations, staffing and financial assistance to eligible residents of Clackamas County, and financial assistance to low income families and individuals through the Special Client Assistance Fund to access affordable housing or remain stably housed ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (**\$117,316.47**), for accomplishing the Work required by this Contract. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with **Exhibit A**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed, as specified in **Exhibit A**.

Charges for eligible services incurred prior to contract execution date, but within contract term are due within 30 days of contract execution date. If CONTRACTOR fails to present invoices in proper form and within thirty (30) calendar days after contract execution date, CONTRACTOR waives any rights to present such invoice thereafter and to receive payment therefor.

Thereafter, if Contractor fails to present invoices in proper form within thirty (30) 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.

- 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: <http://www.clackamas.us/bids/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, Exhibit A.

7. Contractor and County Contacts.

Contractor	County Program Manager
Administrator: Peter Tompkins-Rosenblatt, Interim Housing Intervention Services Program Manager	Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Phone: 503/654-1007	County Contract Administrator
Email: Rosenblatt@nwhousing.org	Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County 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. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 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 type="checkbox"/> Required – Professional 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 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 occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 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 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. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 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, 11, 13, 14, 16 and 21, 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.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (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. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (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 termination of this Contract, Contractor shall deliver to County all documents, 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 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. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
 - f. 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.
 - g. 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. 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.

Northwest Housing Alternatives

Clackamas County


Authorized Signature _____ Date _____

Trell Anderson
Name / Title (Printed)

10/28/19

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board

158977-13
Oregon Business Registry #

Entity Type / State of Formation

Richard Swift, Director _____ Date _____
Health, Housing and Human Services

Email: TAnderson@NWHousing.org

Approved as to Form:

EIN: 93-0814473


County Counsel _____ Date 10/23/19

DUNS #: 180757437

Approved as to Content:


NHA Program Manager Signature _____ Date 10/29/19

Peter Tompkins-Rosenblatt, Interim Housing Intervention Services Program Manager
NHA Program Manager Name/Title

November 7, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Agency Service Agreement with
Northwest Housing Alternatives, Inc. for
System Diversion and Rapid Re-Housing Services

Purpose/Outcomes	Agency will provide system diversion and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #2 increases the agreement by \$120,000 to a new total of \$420,000.
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. There are no County General Funds required.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	The original agreement was approved March 29, 2018, item 032918-A1. Amendment #1 was approved February 28, 2019, item 022819-A3.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The original agreement template was approved in 2017.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8696

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Housing Alternatives, Inc (NHA). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

November 7, 2019

The amendment adds a term of July 1, 2019 to June 30, 2020 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$120,000 for a maximum contract value of \$420,000. There are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 , H3S deputy director / For

Richard Swift, Director
Health, Housing and Human Services Department

AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, Section A. General Scope of Services, TO READ:

Agency will comply with the most current valid version of Exhibit F (State Homeless Funds Program Operations Manual) as it applies to Emergency Housing Assistance funds, as amended and updated by OHCS. Current version found at:

<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-FINAL-01-17-19.pdf>

AGENCY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all program requirements, including but not limited to Exhibit D as amended.

AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, Section C, #3 Income Eligibility, TO READ:

EHA-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income. Income includes the current gross income of all adult household members at the time of assessment. Income earned by household members who are minors or full-time students and are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. Documentation of income for 30 days prior to the assessment must be kept in the client file. If income statements are not available for 30 days prior to the assessment, client must self-certify the previous 30 days of income.

Area median income annually released by the U.S. Department of Housing and Urban Development shall be used when determining income eligibility.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

AMEND EXHIBIT B, REPORTING REQUIREMENTS, Section A. Program Specific Reporting:

A. PROGRAM SPECIFIC REPORTING

1. AGENCY shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements. AGENCY must perform their own HMIS data entry.

2. AGENCY shall comply with tracking the programs funded through this agreement through separate and distinct providers in HMIS as directed by COUNTY. The name(s) of provider(s) to be used for this agreement will be provided by COUNTY to AGENCY at contract execution. Each funding stream may have its own provider group(s) and AGENCY shall not enter HMIS data from more than one funding stream into one provider group.

3 PROVIDER GROUPS IN HMIS			
HMIS Provider Name	AT RISK	HOMELESS	NHA CHA Mobile Housing Team
State EHA Homeless Categories	2, 3, 4, 5	1, 2, 3	1
Description	Prevention + Problem Solving	Diversion + Rapid Re-Housing	Mobile Housing Team (RRH & Motel)
Questions when determining which provider group to enter client	Direct questions on determining which provider group to enter to COUNTY Program Manager: Erika Silver, esilver@clackamas.us		
Entry/Exit	AGENCY shall Enter and Exit clients if moving between categories when condition/situation changes to demonstrate length of time client has used each provider groups.		
6 month follow-up report	A follow-up assessment will be completed by AGENCY which will report where the client is 6 months after they exit a program. AGENCY will not be required to conduct the 6 month follow-up if client exit dates occur after January 1, 2019.		

3. AGENCY shall ensure that data on all persons served and all activities assisted under this agreement are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD’s standards on participation, data collection, and reporting under a local HMIS. If AGENCY is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
4. AGENCY shall assure that data entry into HMIS occurs in an accurate and timely manner, within 3 days of program entry date.
5. AGENCY shall maintain and provide to COUNTY as requested information as required by state and federal funding sources for reporting purposes.
6. Supporting documentation must be retained on-site, e.g., service records and sign-in logs.
7. Data Quality. AGENCY must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS on or before the 10th of each month, for the preceding month.

A. INVOICING

AGENCY, through designated staff, shall submit to COUNTY 2 monthly invoices that specify all expenditures for each month and the total amount requested based on Exhibit C. The invoices are to include copies of receipts to substantiate the rents, deposits paid and other eligible client assistance. The invoices shall include the contract number and list ‘System Diversion, Homelessness Prevention, and Rapid Re-Housing’ or ‘Rapid-Re-Housing Mobile Housing,’ whichever is appropriate. AGENCY

may use the invoice templates provided in Exhibit E or COUNTY-approved equivalent produced by AGENCY.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion shall not exceed \$240,000 based on Exhibit C.

Total amount billed for Rapid Re-Housing Mobile Housing Team shall not exceed \$60,000 based on Exhibit C.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each month preceding the reporting period.

Invoices and reporting shall be submitted to:
 Clackamas County Social Services Division
 Attn: Jessica Diridoni
 PO Box 2950
 Oregon City, Oregon 97045

Or electronically to: jdiridoni@clackamas.us

Within thirty (30) days after receipt of a correct invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to AGENCY.

TO READ:

B. PROGRAM SPECIFIC REPORTING

1. AGENCY shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements. AGENCY must perform their own HMIS data entry.
2. AGENCY shall comply with tracking the programs funded through this agreement through separate and distinct providers in HMIS as directed by COUNTY. The name(s) of provider(s) to be used for this agreement will be provided by COUNTY to AGENCY at contract execution. Each funding stream may have its own provider group(s) and AGENCY shall not enter HMIS data from more than one funding stream into one provider group.

3 PROVIDER GROUPS IN HMIS			
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6 month follow-up report	A follow-up assessment will be completed by AGENCY which will report where the client is 6		

	months after they exit a program. AGENCY is required to conduct the follow-up report 6 months after a client's exit date.
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3. AGENCY shall ensure that data on all persons served and all activities assisted under this agreement are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If AGENCY is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
4. AGENCY shall assure that data entry into HMIS occurs in an accurate and timely manner, within 3 days of program entry date.
5. AGENCY shall maintain and provide to COUNTY as requested information as required by state and federal funding sources for reporting purposes.
6. Supporting documentation must be retained on-site, e.g., service records and sign-in logs.
7. Data Quality. AGENCY must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS on or before the 10th of each month, for the preceding month.

B. INVOICING

AGENCY, through designated staff, shall submit to COUNTY **1 monthly invoice** that specifies all expenditures for each month and the total amount requested based on Exhibit C. The invoices are to include copies of receipts to substantiate the rents, deposits paid and other eligible client assistance. AGENCY shall use the invoice template provided in Exhibit E.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from March 29, 2018 to June 30, 2019 shall not exceed \$240,000 based on Exhibit C.

Total amount billed for Rapid Re-Housing Mobile Housing Team from January 1, 2019 to June 30, 2019 shall not exceed \$60,000 based on Exhibit C.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2019 to June 30, 2020 shall not exceed \$120,000 based on Exhibit C.

Invoices, reporting, and required backup documentation containing confidential client information must be submitted using a secure email method:

Clackamas County Social Services Division : caainvoices@clackamas.us

Unless otherwise specified, AGENCY shall submit monthly invoices for Work performed. Charges for eligible services incurred prior to contract execution date, but within Amendment #2 contract term are due within 30 days of contract execution date. If AGENCY fails to present invoices in proper form and within thirty (30) calendar days after contract execution date, AGENCY waives any rights to present such invoice thereafter and to receive payment therefor.

If AGENCY fails to present invoices in proper form and within thirty (30) calendar days after the end of the month in which the services were rendered, AGENCY waives any rights to present such invoice thereafter and to receive payment therefor.

Payments shall be made to AGENCY following the County's review and approval of invoices submitted by AGENCY. AGENCY shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by AGENCY prior to the current invoice. Invoice template to be provided to AGENCY by County.

Each invoice shall include a PDF file of the HMIS CoC-APR 2019 canned report for the At Risk & Homeless providers. Each PDF shall be run cumulatively from 7-1-19 to the end of the month, and individually on each provider.

Reimbursement by County will be within thirty (30) days after receipt of a correct invoice with all required backup documentation, reflecting the actual cost to the AGENCY of eligible expenses, the Budget Category each expenditure is to be billed against, and a signed Certification Statement. Provided COUNTY has approved the services specified on the invoice, and the charges are eligible, COUNTY shall pay the amount requested to AGENCY.

AMEND EXHIBIT C BUDGET & OUTPUT:

A. BUDGET

Total maximum compensation under this contract shall not exceed \$300,000.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of \$300,000 EHA funds.

Eligible costs applied to Amendment #1 funds for Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

B. ELIGIBLE COSTS

Eligible costs include items below and as listed/amended for EHA in Exhibit F.

- Participant rent
- Participant move-in costs
- Rental application fees
- Utility deposits necessary to establish service
- Other one-time expenditures such as identification that will remove barriers to permanent housing placement or housing stability when no other resources are available.
- Expenditures related to employment or employment training that will support participants to increase their incomes. Examples include work clothes and textbooks for vocational training courses when no other resources are available.
- Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the corresponding service element.
- Mileage reimbursement at organization's standard rate, not to exceed federal rate, for direct service personnel travel directly related to delivering services in this project, and not to exceed the maximum percentage for the corresponding service element.
- Program expenses
- Client assistance/support (including motel vouchers, supportive services, agency mileage and rental subsidy)

Administrative and/or overhead expenses are NOT eligible costs.

C. OUTCOMES/PERFORMANCE MEASURES

Homeless System Diversion – At least 50 households or 20% of households requesting shelter or homeless housing through the Coordinated Housing Access system, whichever is smaller, are diverted from entering the system.

Homelessness Prevention – At least 80% of households served are permanently housed at exit and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.*

Rapid Re-Housing – At least 60% of households exit to permanent housing and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.*

COUNTY acknowledges that some households may enter services later in the project period and that it may not be possible to complete this measure for all households. The measure applies to those households whose subsidy ends on or before March 31, 2019.

Budget and Output Template
System Diversion, Homelessness Prevention and Rapid Re-Housing

Applicant: Northwest Housing Alternatives
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Budget Summary

Homeless System Diversion Proposed Amount (20%)	\$ 48,000.00
Homelessness Prevention Proposed Project Amount (40%)	\$ 144,300.00
Rapid Re-Housing Proposed Amount (40%)	\$ 47,700.00
Total	\$ 240,000.00

HP adjusted to 60%
 RRH adjusted to 20%

Proposed Project Budget and Output Detail (do not fill in the shaded cells)

Allowable Costs by Element	Amount Requested	Projected Total Households	Projected Total Persons
Homeless System Diversion		26.00	79.00
Participant rent and deposits	\$ 20,400.00		
Other eligible client assistance	\$ 3,600.00		
Personnel & mileage (up to 50% of total)	\$ 24,000.00		
Personnel FTE - enter number of full-time employees	0.24		
Homelessness Prevention		34.00	103.00
Participant rent and deposits	\$ 103,300.00		
Other eligible client assistance	\$ 5,000.00		
Personnel & mileage (up to 25% of total)	\$ 36,000.00		
Personnel FTE - enter number of full-time employees	0.24		
Rapid Re-Housing		9.00	27.00
Participant rent and deposits	\$ 34,500.00		
Other eligible client assistance	\$ 1,200.00		
Personnel & mileage (up to 25% of total)	\$ 12,000.00		
Personnel FTE - enter number of full time employees	0.12		
Grand Total	\$ 240,000.00	69.00	209.00

(Optional) Additional Resources Committed to Project

Service	Value	Source	Cash or In-Kind
Homeless System Diversion	\$ 119,592.00		
Please see Budget Narrative			
Homelessness Prevention	\$ 418,320.00		
Please see Budget Narrative			
Rapid Re-Housing	\$ 655,210.00		
Please see Budget Narrative			
Total	\$ 1,193,122.00		

Budget and Output Template: Rapid Re-Housing, Mobile Housing Team, Amendment #1	Budget
Personnel	\$ 12,106
Participant rent and deposits	\$ 38,421
Client assistance:	
Motel vouchers	\$ 5,000
Support services	\$ 2,301
Program expense	\$ 1,712
Agency Mileage	\$ 460
Total	\$ 60,000
Projected Total Households Served	9
Projected Total Persons Served	27

- Personnel, agency mileage, and program expenses are fixed categories. Flexibility between motel vouchers, support services, and participant rent and deposits categories are allowed with Program Manager approval.

TO READ:

D. BUDGET

Total maximum compensation under this contract shall not exceed **\$420,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in *Exhibit A, B & C*, up to a maximum compensation of **\$420,000** EHA funds as specified below:

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #1 funds for Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges on invoice submittals, and not to exceed a total amount of \$6,000 in the contract term. Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

By September 30, 2019, at least 10% of the funding must be spent

By December 31, 2019, at least 35% of the funding must be spent

By March 31, 2020, at least 70% of the funding must be spent

By May 15, 2020, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

E. ELIGIBLE COSTS

Eligible costs include items below and as listed/amended for EHA in Exhibit F.

- Participant rent
- Participant move-in costs
- Rental application fees
- Utility deposits necessary to establish service
- Other one-time expenditures such as identification that will remove barriers to permanent housing placement or housing stability when no other resources are available.
- Expenditures related to employment or employment training that will support participants to increase their incomes. Examples include work clothes and textbooks for vocational training courses when no other resources are available.
- Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the corresponding service element.
- Mileage reimbursement at organization's standard rate, not to exceed federal rate, for direct service personnel travel directly related to delivering services in this project, and not to exceed the maximum percentage for the corresponding service element.
- Applies to Amendment #1 only: Program expenses
- Applies to Amendment #1 only: Client assistance/support (including motel vouchers, supportive services, agency mileage and rental subsidy)

Administrative and/or overhead expenses are NOT eligible costs, **except as specified for Amendment #2.**

F. OUTCOMES/PERFORMANCE MEASURES

Homeless System Diversion – At least 50 households or 20% of households requesting shelter or homeless housing through the Coordinated Housing Access system, whichever is smaller, are diverted from entering the system. ***Under Amendment #2 term, at least 10 households will be served with System Diversion funds.***

Homelessness Prevention – At least 80% of households served are permanently housed at exit and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.*

Rapid Re-Housing – At least 60% of households exit to permanent housing and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.* ***Under Amendment #2 term, at least 10 households will be served with Rapid Re-Housing funds.***

COUNTY acknowledges that some households may enter services later in the project period and that it may not be possible to complete this measure for all households. The measure applies to those households whose subsidy ends on or before March 31, 2019. ***Under Amendment #2 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date.***

Original Budget, March 29, 2018 to June 30, 2019

**Budget and Output Template
 System Diversion, Homelessness Prevention and Rapid Re-Housing**

Applicant: Northwest Housing Alternatives
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Budget Summary

Homeless System Diversion Proposed Amount (20%)	\$ 48,000.00
Homelessness Prevention Proposed Project Amount (40%)	\$ 144,300.00
Rapid Re-Housing Proposed Amount (40%)	\$ 47,700.00
Total	\$ 240,000.00

HP adjusted to 60%
 RRR adjusted to 20%

Proposed Project Budget and Output Detail (do not fill in the shaded cells)

Allowable Costs by Element	Amount Requested	Projected Total Households	Projected Total Persons
Homeless System Diversion		26.00	79.00
Participant rent and deposits	\$ 20,400.00		
Other eligible client assistance	\$ 3,600.00		
Personnel & mileage (up to 50% of total)	\$ 24,000.00		
Personnel FTE - enter number of full-time employees	0.24		
Homelessness Prevention		34.00	103.00
Participant rent and deposits	\$ 103,300.00		
Other eligible client assistance	\$ 5,000.00		
Personnel & mileage (up to 25% of total)	\$ 36,000.00		
Personnel FTE - enter number of full-time employees	0.24		
Rapid Re-Housing		9.00	27.00
Participant rent and deposits	\$ 34,500.00		
Other eligible client assistance	\$ 1,200.00		
Personnel & mileage (up to 25% of total)	\$ 12,000.00		
Personnel FTE - enter number of full time employees	0.12		
Grand Total	\$ 240,000.00	69.00	209.00

(Optional) Additional Resources Committed to Project

Service	Value	Source	Cash or In-Kind
Homeless System Diversion	\$ 119,592.00		
Please see Budget Narrative			
Homelessness Prevention	\$ 418,320.00		
Please see Budget Narrative			
Rapid Re-Housing	\$ 655,210.00		
Please see Budget Narrative			
Total	\$ 1,193,122.00		

Budget January 1, 2019 to June 30, 2019

Budget and Output Template: Rapid Re-Housing, Mobile Housing Team, Amendment #1	Budget
Personnel	\$ 12,106
Participant rent and deposits	\$ 38,421
Client assistance:	
Motel vouchers	\$ 5,000
Support services	\$ 2,301
Program expense	\$ 1,712
Agency Mileage	\$ 460
Total	\$ 60,000
Projected Total Households Served	9
Projected Total Persons Served	27

- Personnel, agency mileage, and program expenses are fixed categories. Flexibility between motel vouchers, support services, and participant rent and deposits categories are allowed with Program Manager approval.

Budget July 1, 2019 to June 30, 2020

COUNTY Program Manager may approve adjustments to budget lines.

Allowable Costs by Element	Budget
System Diversion	
Participant rent and deposits	\$ 31,600
Other eligible client assistance	\$ 3,000
Personnel & mileage	\$ 11,400
System Diversion Total	\$ 46,000
Rapid Re-Housing	
Participant rent and deposits	\$ 35,000
Other eligible client assistance	\$ 5,000
Personnel & mileage	\$ 28,000
RRH Total	\$ 68,000
Administration - 5%	\$ 6,000
Total	\$ 120,000

AMEND EXHIBIT D: SPECIAL REQUIREMENTS, TO READ:

AGENCY shall administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

General:

- 1) AGENCY shall assure that program funds are used only for program services consistent with program requirements.
- 2) AGENCY shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) AGENCY shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) AGENCY shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) AGENCY is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY/OHCS within 30 days upon written demand from COUNTY/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) AGENCY may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to COUNTY and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public

complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.

- d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
-
- 9) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. AGENCY shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records COUNTY and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. AGENCY shall cooperate fully with COUNTY, OHCS and its representatives.
 - 10) Maintain accurate financial records satisfactory to the department, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
 - 11) Maintain other program records satisfactory to the department, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
 - 12) Provide the COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
 - 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
 - 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and OHCS approved HMIS, where applicable by program requirements.
 - 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.

- 16) Indemnity. Subject to applicable law, Agency shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of COUNTY, AGENCY, or its officers, employees, Subrecipients, subcontractors, or agents under this Agreement.
- 17) Agency understands and agrees that this agreement is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 18) AGENCY shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this agreement, together with applicable program requirements including OAR 813.046 as amended, and ORS 458.600 to 458.650. The approved COUNTY work plan is incorporated herein by reference. The remaining provisions of Section 2B are supplemental to, and do not limit the obligations of AGENCY arising under this Subsection A or otherwise under this agreement.

EHA Fund-specific:

- 19) Expend no more than the funds awarded to AGENCY by COUNTY (including allowable administrative costs shared with COUNTY) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 20) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 21) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 22) Re-evaluate program participant eligibility and need for homelessness prevention and rapid rehousing services in compliance with program requirements.
- 23) May utilize program funds to address the specific needs of various homeless subpopulations if approved by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.

Program Specific Reporting

- A) AGENCY shall submit to the satisfaction of OHCS all reports as required in this agreement. EHA funds dedicated to veterans must be entered and reported separately from other EHA funded client data.
- B) Reports submitted shall include:
 - 1) COUNTY's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to COUNTY as specified in Exhibit B, Reporting Requirements.

- 2) AGENCY shall provide additional reports as needed or requested by OHCS.
- 3) Those reports and data quality items outlined in Exhibit B.

Performance Measures

- A) AGENCY shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
 - 3) All other outcome measures indicated by OHCS on the EPIC Outcome page of the COUNTY's approved Implementation Plan.

Monitoring of Agency

- A) OHCS & COUNTY Authorized to Monitor AGENCY. OHCS may monitor the activities and records of AGENCY as it deems necessary or appropriate, among other things, to ensure AGENCY complies with the terms of this Agreement, including Program Requirements, and that grant funds are used properly and only for authorized purposes hereunder. OHCS also may monitor the activities and records of AGENCY to ensure that performance goals are achieved as specified in this Agreement, and that performance is to the satisfaction of OHCS. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all AGENCY files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of AGENCY fiscal and program reports, and requiring appropriate reimbursement request documentation as well as such other information and clarification as it deems appropriate, prior to providing a reimbursement request approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of AGENCY and their officers, employees, agents, contractors and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through contractors, agents or other authorized representatives. AGENCY consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same. OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.
- B) AGENCY Shall Fully Cooperate. AGENCY shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by AGENCY to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the AGENCY to perform its obligations under this Agreement.
- C) COUNTY Shall Monitor AGENCY. COUNTY shall perform onsite visits to monitor the activities of AGENCY as is reasonable to ensure compliance with (and as necessary under) applicable Program

Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any AGENCY shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of AGENCY'S risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Agency may request COUNTY's 'Agency Policy and Procedures for Monitoring Subrecipients'.

- D) OHCS may review (including copying) from time to time any and all AGENCY files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the COUNTY. OHCS may advise COUNTY of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of AGENCY. AGENCY shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality

- A) AGENCY shall protect the confidentiality of all information concerning Clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the Client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. AGENCY is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All AGENCY provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- C) AGENCY is required to have a signed agency Release of Information (ROI) form for all clients authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to AGENCY and COUNTY (Social Services Division). Oregon Housing & Community Services Department (OHCS) must be routinely listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).
- D) AGENCY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

Record Retention

- A) AGENCY shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Northwest Housing Alternatives, Inc.

Agency Service Contract # 8696– Amendment # 2

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B) Agency shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

C) AGENCY shall retain all program records pertinent to client services and expenditures incurred in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules and the OHCS Record Retention Schedule.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
- C) AGENCY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- E) AGENCY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) AGENCY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AGENCY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) AGENCY's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
- (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the AGENCY within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) AGENCY certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
 - (e) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

AMEND EXHIBIT E, INVOICE TEMPLATE, TO INCLUDE:

INVOICE
System Diversion, Homelessness Prevention and Rapid Re-Housing

Contractor: Northwest Housing Alternatives	Invoice Date: _____
Address: 13819 SE McLoughlin	Invoice Number: _____
Address: Milwaukie, OR 97222	Service Period: _____
Phone: (503)654-1007	Contract #: 8696
	Amend#2: FY19-20

Clackamas County Social Services Division, Jessica Diridoni, jdiridoni@clackamas.us and
 Submit invoice to: Tamara Hoffmeister, THoffmeister@clackamas.us

Budget Summary		Projected HH For Amend. Term	Projected Persons For Amend. Term
System Diversion	\$ 46,000	10	TBD
Rapid Re-Housing	\$ 68,000	10	TBD
Administration (5% maximum)	\$ 6,000		
Total	\$ 120,000	20	0

Allowable Costs by Element	Budget	Current Invoice Charges	Year-to-Date Charges	Monthly Total Number HH Served	Monthly Total Number Persons	Cumulative Total, from 7-1-19 to end of current month	
						Number of Households Served	Number of Persons Served
System Diversion							
Participant rent and deposits	\$ 31,600						
Other eligible client assistance	\$ 3,000						
Personnel & mileage	\$ 11,400						
System Diversion Total	\$ 46,000	\$ -	\$ -				
Rapid Re-Housing							
Participant rent and deposits	\$ 35,000						
Other eligible client assistance	\$ 5,000						
Personnel & mileage	\$ 28,000						
RRH Total	\$ 68,000	\$ -	\$ -				
Subtotal System Diversion + Rapid ReHousing	\$ -	\$ -	\$ -				
Administration - 5%	\$ 6,000	\$ -	\$ -				
Total	\$ 120,000	\$ -	\$ -	0	0	0	0

Invoice Total: \$ -

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Prepared by: _____ E-mail: _____
 Phone: _____ Date: _____
 Authorized Signer: _____

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

AGENCY

NORTHWEST HOUSING ALTERNATIVES, INC.

By: Trell Anderson
Trell Anderson, Executive Director

Date: 0/28/19

13819 SE McLoughlin
Street Address
Milwaukie OR 97222
City / State / Zip
503.654.1007 ext. 107 /
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date _____

COPY

November 7, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Warming Center Site Pilot Project
 with Do Good Multnomah for Warming Shelter Staffing

Purpose/Outcomes	Contractor will provide staffing and services for overnight warming centers to un-housed individuals in Clackamas County during periods of extreme cold.
Dollar Amount and Fiscal Impact	Not to exceed \$266,666.
Funding Source	State of Oregon Housing and Community Services, Department, Oregon Housing and Community Services Agency General Funds (SB 5512), and County General Funds.
Duration	November 1, 2019 through April 15, 2020
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Counsel reviewed and approved on October 22, 2019.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9518

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department (H3S) requests approval of a Personal Services Pilot Project with Do Good Multnomah (DGM). H3S has introduced a pilot program this year to meet emergent needs for warming shelters. Under this pilot, Do Good Multnomah will provide staffing to warming shelter sites for shelter operation. DGM will provide staff and services at overnight warming centers to un-housed individuals in Clackamas County during periods of extreme cold. This allowed churches and other facilities to participate in warming shelter without having to process Homeless Management Information System paperwork, bed night reimbursement paperwork, and other administrative responsibilities. It also means that the sites do not have to each mobilize their own volunteer teams to operate shelter on cold nights, since they will be staffed by professional shelter providers.

The agreement is effective November 1, 2019 through April 15, 2020 and funds are available from Oregon Housing and Community Services Department, Oregon Housing and Community Services Agency General Funds (SB 5512).

Healthy Families. Strong Communities.

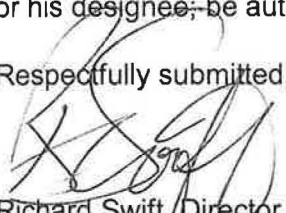
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over a circular stamp or seal that is partially obscured by the signature.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
WARMING CENTER PIOLET PROJECT
H3S Contract # 9518**

This Personal Services Contract (this “Contract”) is entered into between **Do Good Multnomah** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective **November 1, 2019**. Unless earlier terminated or extended, this Contract shall expire on **April 1, 2020**.
2. **Scope of Work.** Contractor shall provide the following personal services: Provide an overnight warming center, and day shelter services to serve un-housed individuals in Clackamas County during periods of extreme cold (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, for a total sum not to exceed **Two Hundred Sixty Six Thousand Six Hundred and Sixty Six Dollars (\$266,666)**, for accomplishing the Work required by this Contract. Payments made are on a rate basis for bed nights and day shelter. A minimum total reimbursement for the warming shelter coordinator will not be less than \$17,000. Coordinator activities are listed in Exhibit A.
4. **Invoices and Payments.** Outlined in Exhibit A, Section III Compensation. Example attached in Exhibit C.

Invoices shall reference the above Contract Number and be submitted electronically under a County-approved secure email to: caainvoices@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://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: Exhibit A.

7. Contractor and County Contacts.

Contractor	County
Program Manager: Chris Aisoa Phone: (503) 490-7298 Email: caiosa@dogoodmultnomah.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Program Manager: Chris Aisoa Phone: (503) 490-7298 Email: caiosa@dogoodmultnomah.org	Contract Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
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. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or

negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County 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. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 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 – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 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. 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. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 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, 11, 13, 14, 16 and 21, 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.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (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. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (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 termination of this Contract, Contractor shall deliver to County all documents, 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 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.** To the extent applicable, Contractor shall comply with ORS 279B.220 through ORS 279B.235.

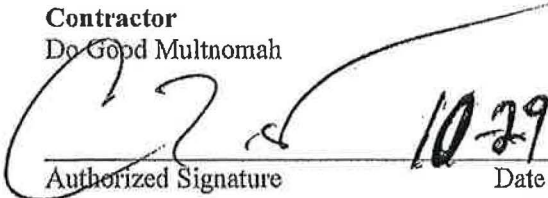
27. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS 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.

28. **FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Contractor

Do Good Multnomah


Authorized Signature

10-29-19
Date

Chris Aiosa, Executive Director
Name / Title

1110774-91
Oregon Business Registry #

DNP/OR
Entity Type / State of Formation

Email: caiosa@dogoodmultnomah.org

Clackamas County

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to Form:


County Counsel Date

11/7/2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval to update the Health Resources and Services Administration (HRSA) required co-applicant agreement between the Clackamas County Board of County Commissioner (CCBCC) and the Health Centers Division Community Health Council (CHC)

Purpose/Outcomes	To update the HRSA required co-applicant agreement between the Clackamas County BCC and the Clackamas Health Council.
Dollar Amount and Fiscal Impact	\$0.00
Funding Source	Health Resources and Services Administration (HRSA). No County General Funds required.
Duration	Effective upon approval
Previous Board Action	The board last reviewed and approved this co-applicant agreement February 16 th 2017.
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Council Review	The original agreement was reviewed in 2017
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	Does not apply

BACKGROUND:

The Health Centers Division of the Health, Housing & Human Services Department requests the approval to update the Health Resources and Services Administration (HRSA) required co-applicant agreement between the Clackamas County Board of County Commissioners and the Clackamas Health Council.

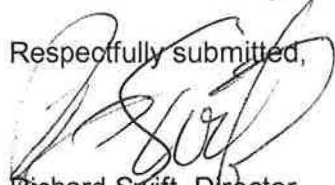
The purpose of the co-applicant agreement is to provide for operation, administration, and provision of Federally Qualified Health Center services in Clackamas County, Oregon. This program works to improve the health of underserved communities and vulnerable populations by assuring continued access to comprehensive, culturally competent, quality health care services.

No County General Funds are involved. This agreement is effective upon approval and terminates on June 30, 2021.

RECOMMENDATION:

Staff recommends the Board approve and authorize Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing & Human Services

COOPERATIVE OPERATIONAL AGREEMENT

This Agreement is entered into this 29th day of October 2019, by Clackamas County ("County"), through its HEALTH CENTERS DIVISION (Division"), and the CLACKAMAS COUNTY COMMUNITY HEALTH COUNCIL "Council"), to provide for operation, administration and provision of certain primary care services in Clackamas County, Oregon.

Preamble

WHEREAS, the County through its Health Centers Division, and the Council will make joint application for a Primary Care Grant to the U.S. Department of Health and Human Services ("HHS") to receive Federally Qualified Health Center (FQHC) status and funding under 5330 of the Public Health Service Act to operate Community Health Centers ("Centers") in Clackamas County; and

WHEREAS, the County is a public entity and retains responsibility for establishing fiscal and personnel policies for the Clackamas County Health Centers Division; and

WHEREAS, the day to day leadership and management of the Clackamas County Health Centers Division rests with County employees under the direction of the Division Director; and

WHEREAS, the Council serves as the consumer majority governing board mandated by the requirements of 5330 of the Public Health Services Act;

NOW THEREFORE, the County wishes to give support to the Council and recognize its functions and responsibilities; and the parties hereby agree:

- (1) Governing Board-The Council is the consumer-majority governing board mandated by HHS to act as the governing board for the 5330 supported Health Centers. The Council shall govern in accordance with the terms of this Agreement, Council Bylaws, and the statutory requirements of the 5330 primary Care Grant (42 U.S.C. 254b) and it's regulations (42 CFR part 51c).
- (2) Grant Application- The County and the Council will make joint application for Primary Care Grants naming the County and the Council as co-applicants and shall approve or disapprove any subsequent Primary Care Grant Applications.
- (3) Operation of the Centers-
 - a) Regulations: The Council shall work to ensure that the Centers are operating in accordance with applicable federal, state, and local laws and regulations.
 - b) Employees: The County will employ employee personnel of the Centers in accordance with the County's personnel policies and procedures, and will be responsible for the payment of wages and benefits. No member of the Council shall be an employee of the Centers.
 - c) Assets: Title to all assets obtained with 5330 Primary Care Grant funds shall be vested in Clackamas County for the use and benefit of the Centers. In the event this Agreement is terminated, the County shall retain the assets or dispose of them as directed by the federal agency administering the 5330 program

- d) Operations Policies: The Council shall adopt policies for the Centers regarding the scope and availability of services, hours of services and quality of care assurance procedures
 - e) Financial Plan and Budget: The Council shall participate in planning, reviewing and approving the Center's financial plan for each fiscal year. All changes to the Centers Community Health Council approved and submitted budget must be approved by the Council. No disbursement shall be made other than as set forth in the budget without prior approval of the Council and the Board of County Commissioners.
 - f) Records: The council shall make its records available for inspection at all reasonable times upon request by the County or funding agencies or their duly authorized agents or representatives.
 - g) Financial Reports: The County shall be responsible for maintaining financial records of the Centers and making reports as required by the S330 program. County will copy Council with reports
 - h) Fee Policies: The Council shall participate in establishing the schedules for Center fees and discounts in accordance with S330 statutory requirements
 - i) Evaluation: The Council shall participate in planning and evaluating Centers service utilization, productivity, patient satisfaction, and achievement of project objectives.
 - j) Patient Grievances: The Council shall participate in adopting procedures for resolving patient grievances.
 - k) Council Minutes: The Council shall hold regularly scheduled meetings, at least once each month, for which minutes shall be kept.
- (4) Executive Director-The Executive Director of the Clackamas County Health Centers Division shall report to the Director of the Clackamas County Health, Housing and Human Services Department and the Council. The Executive Director shall be a non-voting, ex-officio member of the Council, notwithstanding section {3}(b) of this Agreement. The Council shall participate in the selection, evaluation and dismissal of the Executive Director in accordance with established County criteria, personnel policies and the Primary Care Grant.
- (5) Council Bylaws-The Council shall adopt Bylaws for its governance. If such bylaws are inconsistent or in opposition to established County policies and procedures, County and Council shall work to develop mutually agreeable solutions.
- (6) Termination-If for any reason the Centers no longer operates as an FQHC, this Agreement shall terminate. Either party may terminate this Agreement upon 60 days written notice to the other; a copy of any notice of termination shall be provided to HHS.
- (7) Organizational Changes-In the event the Clackamas County Health Centers division is reorganized or merged with another County department the Council shall continue to meet its purpose and responsibilities in cooperation with the new County organization operating the program supported with S330 funds, and also immediately amend its Bylaws as needed to meet its responsibilities.

- (8) Sole Agreement-This Agreement contains the entire agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.
- (9) Disputes-The parties will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will attempt to resolve any disputes by negotiation.
- (10) Written Changes Only-No modification of the Agreement or attempted waiver of its provisions shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.
- (11) Choice of Laws-This agreement shall be constructed in accordance with laws of the State of Oregon.
- (12) Notice-Any notice provided by this Agreement shall be in writing and will be deemed personally delivered upon written receipt of the part to whom it is addressed, or upon its deposit in the United States Mail, first class postage prepaid and addressed/

If to the County:

Clackamas County Health Centers Division, Director
2051 Kaen Road
Oregon City, Oregon 97045

If to the Council:

Clackamas County Community Health Council, President
2051 Kaen Road
Oregon City, Oregon 97045

- (13) Waiver of Breach- Waiver by any party to this Agreement of any breach of any provision by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach is of the same provision or different provision.
- (14) Severability-If any provision of this Agreement or the application of such provision to any person or circumstance is declared invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected.

(15) Captions-Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision.

Signature follows:

WITNESS the signatures of the undersigned as of the date written,

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Chair

Date

Clackamas Health Council

By: _____

President

Date