

May 16, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a personal services contract with Mercy Housing Northwest for property management, resident services, and supportive housing case management for Mercy Greenbrae affordable housing property residents. Contract value is \$580,000 for 1 year. Funding is through Metro Supportive Housing Services measure funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at issues -May 14, 2024		
<b>Performance Clackamas</b>	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 332-9870

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Contract #11558 with Mercy Housing Northwest (MHNW) for property management, resident services, and supportive housing case management services for residents at the Mercy Greenbrae affordable housing property. The contract value is \$580,000 for one year, with the option to renew for up to four one-year terms.

MHNW developed the Mercy Greenbrae affordable housing property at 3190 Furman Drive in Lake Oswego. The project includes 100 affordable rental apartments financed using a combination of LIHTC, State, and Metro Affordable Housing Bond funds. MHNW shall provide resident services for one hundred units and supportive housing case management services for forty units, which will be restricted to households earning 30% AMI or less and primarily meeting, but not limited to, the Supportive Housing Services Population B criteria, defined as experiencing homelessness or having a substantial risk of experiencing homelessness.

The Resident Services and Supportive Housing Services Program will include at least 5 FTE (Resident Services Manager, Resident Services Coordinator II, 2 Case Managers I, Youth Initiatives and School Liaison, and Community Resource Navigator). The program staff will implement core programs centered on health and wellness, housing stability, community engagement, and financial well-being. In addition, the staff will organize and coordinate all services for residents utilizing the shared community space while collecting and recording data to measure program outcomes.

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Funding for this agreement is provided through \$580,000 of Supportive Housing Services Funds. No County General Funds are involved.

**RECOMMENDATION:** The Staff respectfully requests that the Board approve this contract (11558) with Mercy Housing Northwest (MHNW) for resident services and supportive housing case management services for residents at the Mercy Greenbrae affordable housing property and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

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



**CLACKAMAS COUNTY**  
**PERSONAL SERVICES CONTRACT**  
**Contract # 11558**

This Personal Services Contract (this “Contract”) is entered into between Mercy Housing Northwest (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Health, Housing, and Human Services, Housing and Community Development Division (“HCDD”).

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2025.

The Contract may be extended, upon execution of a written amendment(s) by both parties, for up to (4) one-year terms with contract term ending no later than June 30, 2029.

Prior to consideration of any additional optional renewal, the County will provide Contractor with an allocation amount of funds County has determined are available for the one-year renewal term. Upon receipt of the allocation amount, the Contractor will submit a proposed annual budget to the County based on that amount. The County may either agree to the proposed annual budget and exercise the renewal, negotiate with Contractor to use a different proposed annual budget, or reject the proposed annual budget and decline to renew the Contract.

- 2. Scope of Work.** Contractor shall provide resident services for one hundred (100) units and supportive housing case management services for forty (40) units which will be restricted to households earning 30% AMI or less, and primarily meeting, but not limited to the Supportive Housing Services (SHS) Population B criteria, defined as: experiencing homelessness or having a substantial risk of experiencing homelessness at the Mercy Greenbrae affordable housing property located at 3190 Furman Drive in Lake Oswego, OR 97034 (the "Property") (“Work”), further described in **Exhibit A**, attached hereto and incorporated by this reference herein. In performing the Work, Contractor will comply with all reporting requirements listed in Article II, Section 30, below. Contractor also will comply with the following policies: CHA Referral Process, Flex Fund Policy, and Graduation Protocol further described as **Exhibits C, D, and E**, attached hereto and incorporated by this reference herein. Contractor will obtain all necessary authorizations and permissions from the owner of the real property commonly described as Mercy Greenbrae to perform the Work described herein.
- 3. Consideration.** County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Five Hundred Eighty Thousand dollars (\$580,000) for accomplishing the Work required by this Contract. Consideration rates are on reimbursement basis in accordance with the budget set forth in **Exhibit B**, attached hereto and incorporated by this reference herein. Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line item amounts provided the maximum Contract amount is not exceeded.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation

amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: [HCDD-AP@clackamas.us](mailto:HCDD-AP@clackamas.us)

**5. Travel and Other Expense.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, B, C, D, and E.

**7. Contractor and County Contacts.**

Contractor Administrator: Mena Peebles Phone: (206) 838-5701 Email: <a href="mailto:mena.peebles@mercyhousing.org">mena.peebles@mercyhousing.org</a>	County Administrator: Vahid Brown Phone: (971) 334-9870 Email: <a href="mailto:ybrown@clackamas.us">ybrown@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

**6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.**

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

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

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

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not

limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or

federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 29, and 31, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon forty-five (45) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

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

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

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

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

**23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.



- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**28. FURTHER ASSURANCES.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable regional, State, or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. 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 regional, State, or Federal funding requirements.

**29. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

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

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

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

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's

employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

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

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

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

**30. REPORTING REQUIREMENTS.** In performance of the Work, Contractor shall:

- a) Execute the Homeless Management Information System ("HMIS") Participation Agreement;
- b) Participate in the HMIS database. As used herein, "participation" means:
  - i) Completing all necessary initial HMIS data entry training within one month of Contract execution;
  - ii) Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HCDD.
  - iii) Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
  - iv) Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
  - v) Correcting data quality, missing information, and null data errors as specified by HCDD's SHS Data team within 14 days after the end of each fiscal quarter or as requested;
  - vi) Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
  - vii) Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;
  - viii) Ensuring only authorized Contractor staff, trained by HCDD, access the HMIS software.
- c) Work with HCDD to improve on performance targets.
- d) Conduct a post-program exit follow-up assessments at 6- and 12-months post-exit and enter the results of that assessment into HMIS.
- e) Work cooperatively with HCDD to prepare an annual participant feedback report.
- f) Submit to monitoring for contract compliance.

**31. 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.

Mercy Housing Northwest

Clackamas County

DocuSigned by:  
Joe Thompson 4/23/2024  
Authorized Signature Date

\_\_\_\_\_  
Date

Joseph Thompson, President  
Name / Title (Printed)

Approved as to Form:

178867199

[Signature]

04/25/2024

Oregon Business Registry #

County Counsel

Date

Public Benefit, WA

Entity Type / State of Formation

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

**Scope of Work:** Contractor shall provide resident services for one hundred (100) units and supportive housing case management services for forty (40) units which will be restricted to households earning 30% AMI or less, and primarily meeting, but not limited to the Supportive Housing Services (SHS) Population B criteria, defined as: experiencing homelessness or having a substantial risk of experiencing homelessness, at the Mercy Greenbrae affordable housing property located at 3190 Furman Drive in Lake Oswego, OR 97034 (the "Property").

Contractor agrees to:

1. Provide a full Resident Services Program (defined below) for all one hundred (100) units at the Mercy Greenbrae Property which shall include full-time Resident Services Program Staff.
2. Provide Supportive Housing Case Management (defined below) for forty (40) units which will be restricted to households earning 30% AMI or less, and meeting the Supportive Housing Services (SHS) Population B criteria. The remaining sixty (60) units will be restricted to households earning 60% AMI or less.
3. Contractor will provide on-site Property Management and will work in partnership with HCDD Staff and SHS Program team in serving residents.
4. Measure and monitor interventions and care plans and prepare reports for Property Management, HCDD Staff and the SHS Program Team.
5. Submit monthly invoices to HCDD for payment of services delivered.
6. Ensure data reporting requirements detailed in Article II, Section 30 Reporting Requirements of this agreement are met including HMIS intake, annual, and exit paperwork and data entry within timelines.

Contractor's Resident Services Program Staff must include, but is not limited to, the following positions:

- At least 1.0 FTE Resident Services Manager
- At least 1.0 FTE Resident Services Coordinator II
- At least 1.0 FTE Case Manager I
- At least 1.0 FTE Youth Initiatives and School Liaison
- At least 1.0 FTE Community Resource Navigator

Resident Services Program Staff duties will include but are not limited to:

**Resident Services Manager I (RSM):**

Oversees programs, staff, and services at Mercy Greenbrae in accordance with the mission and core values of Mercy Housing and the national program model for Resident Services. This role is responsible for supervising and supporting Contractor's staff as well as providing ongoing professional development for the team. The RSM will support the Case Manager I by taking on a caseload (10-15 on average) of residents in order to support individuals and families with greater needs.

**Resident Services Coordinator II (RSC):**

Facilitate and implement core programs centered on health and wellness, housing stability, community engagement, and financial wellbeing. In addition, RSCs will organize and coordinate all services for residents utilizing the shared community space while collecting and recording data to measure program outcomes. Maintain detailed knowledge of onsite services and resources offered by community partners and efficiently link individuals with needed services, including assistance in overcoming various barriers

that might impede access to services. In addition to those offered onsite, build community partnerships that bring services to the property. When other services are not available, may deliver direct services.

**Case Manager I (CM):**

Works with residents on an individual basis with a case load of 25-30 residents in order to develop appropriate case plans, goals setting, and follow-up in order to best support residents in their housing success. Provides on-going assessment and support through resources that meet the mental, emotional, and physical needs of residents. Assists residents to utilize community resources to meet their individual needs; also works with residents to identify their skills and abilities to promote personal growth, increase income, and housing stability.

**Youth Initiatives School Liaison (YISL):**

Facilitate and implement core programs to create out of school time programming for youth in partnership with local schools that promotes school success (attendance, behavior, course work), grade advancement, and student empowerment. Collaborate with school personnel and community partners to focus on youth initiatives working towards well rounded development (academically & social emotional) to build stronger, more resilient communities. Collect and record data to measure program outcomes. Build community partnerships that bring services and awareness to the property; while serving as an ambassador/advocate of the property and seeking volunteers and partners.

**Community Resource Navigator/ Outreach Services Coordinator:**

Act as a bridge and resource for residents in regard to Resident Services programming Support residents as they navigate access to resources while supporting Resident Services staff, service providers and public agencies as they assess the needs of community members in order to utilize available resources. In addition, they will operate as an assistant to RS and community liaison to identify and locate community partners for referrals regarding work readiness programs and services.

**Supportive Housing Case Management/Retention (“SHCM”) Program**

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, participant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability and personal wellness. The program will assist households in maintaining permanent housing within the Metro jurisdictional area.

This program will work with the Clackamas County Housing Services Team (HST) and Supportive Housing Case Management (SHCM) Program Planner. Engagement, problem solving, connection to community resources, warm hand off if a transfer needs to occur, and re-location assistance and support will be included in this scope of work as needed.

Referrals to SHCM will come from the By Name List (BNL) and through Coordinated Housing Access (CHA) system, or from other referral partners as approved by HCDD (see CHA referral process appendix at end of scope). Some referrals will come through the BNL by way of the Lake Oswego School District Homeless Liaisons. When the program receives referrals, each new referral will be contacted via all known contact points within 3 to 5 business days and this will be tracked in participant case notes.

The program will assist no less than 40 units with supportive housing case management. The expected case manager to participant ratio is 10-15 for the Resident Services Manager I (RSM) and 25-30 for the Case Manager I (CM).

Case management services are dedicated to ensuring participants remain in permanent housing long-term through ongoing housing subsidy and support. Program case managers and leadership will work with HST SHCM program coordinator on housing retention, capacity building and training needs.

Specific components of supportive housing case management include, but are not limited to:

- Intensive, relationship based, and trauma informed one-on-one case management focused on housing stabilization and lease compliance offered at least monthly (and in most cases, weekly). The need for support may be more intensive once people are housed and for the first six months. Case management may be more intensive to support people with adjusting to housing and connecting with all needed benefits and resources. Case management must be highly flexible and tailored to meet the needs of each individual. These services must include, but are not limited to:
  - Identify and leverage existing individual/family strengths, expertise, and assets through a strength-based assessment
  - Work with participant to identify, develop, and maintain safe meaningful connections to their community/support network
  - Create a housing stability action plan and housing goals for each household, which are collaborative between case manager and participant and focused on housing success.
  - Evaluate progress related to housing action plan, as defined through collaborative process with case manager and participant, and adjust plan as needed
  - Ensure each participant has a monthly plan to pay their portion of the rent/utilities; Refer to Utility Payment Program and/or Social Security Representative Payee services if needed and eligible
  - Assistance responding to RLRA requirements including inspections and paperwork completion
  - Create strong relationships with Landlords. Act as a landlord liaison and assist in landlord relationship development; assist participants with responding to notices from landlord
  - Provide early intervention and support to address issues that could jeopardize housing stability
  - Education on tenant and landlord rights and responsibilities; connect participants with Housing Rights and Resources and/or Housing Mediation services as needed
  - Encourage regular communication with the tenant and property management
  - Provide problem solving and crisis management
  - Provide connection to independent living supports and/or provision of life skills training, as needed
  - Provide connections to education and employment opportunities
  - Assist (or connect to assistance) with applying for SSI/SSDI using the SOAR model, and other mainstream benefits, when appropriate; refer to ASSIST program for SSI/SSDI application support
  - Make appropriate use of flexible funding to support housing stability and wellness goals
  - Coordination and connections with other supportive services as needed
  - Complete annual review. Discuss readiness to “graduate” from housing case management services, as appropriate using "Graduation Protocol.”

### Supportive Housing Case Management Benchmarks

Outcome	Goal	Data Source
Data Completeness	95 % participants entered in HMIS within 10 business days of intake	HMIS
Data Accuracy	95% data completeness in HMIS	HMIS
Optimal Occupancy	Once at full program capacity, maintain at least 95% occupancy, based on stated capacity	HMIS
Increase or maintain Income	At least 60% of households will maintain income through employment and/or benefit acquisition.	HMIS
Ending Homelessness	At least 65% of households, housed through the program, who subsequently must leave their rental unit are re-located to a new rental unit without a break in supportive services	HMIS, case notes
Ending Homelessness	At least 90% of households will either maintain housing within the program for at least 12 months or exit the program to a permanent housing destination	HMIS

#### Benchmarks and Timeline:

1. Hire and have 60% of staff within 90 days of contract execution and 100% within 120 days.
2. Complete HMIS training for at least one staff member within 90 days of contract execution
3. All program staff to complete Housing First Aid/Diversion training within 180 days of contract execution
4. Submit agency program manual and policies within 180 days of contract execution
5. Staff complete RLRA training and attend an RLRA Orientation within 60 days of being hired
6. Staff will participate in BNL Case Conferencing within 60 days of being hired

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

#### Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

- First time missing a benchmark/not making progress on goals
  - Monitoring meeting with HST to identify barriers and possible solutions

- Second time missing a benchmark/not making progress on goals
  - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark/not making progress on goals
  - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. Contractor is expected to notify HST through email within 30 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

### **HST Benchmark and Timeline responsibilities**

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support Contractor in creating policy manual, including sharing examples among Contracted providers
4. Provide semi-annual “data progress reports” pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and Housing First Aid/diversion training
7. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
8. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
9. Connect all contracted programs with the overall system of services for people experiencing homelessness
10. Support both formal and informal partnerships between provider organizations, including those newly formed
11. Facilitate connections to broader systems of care, including but not limited to:
  - a. Housing
  - b. Workforce
  - c. Education
  - d. Foster care
  - e. Department of Human Services
  - f. Domestic Violence
  - g. Community corrections
  - h. Healthcare, both physical and mental
  - i. Substance use treatment
  - j. Peer Support
12. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
13. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
14. Assist with program access prioritization, as needed
15. Incorporate participant voice in SHS programming decisions
16. Maintain effective working relationships with contracted providers
17. Attend training and community/systems meetings
18. Provide or assist with creation of necessary participant/program forms
19. Support Contractor in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across contracted providers.
20. Coordinate with Contractor to participate in by-name-list case conferencing meetings



21. Apply the process as outlined in the Benchmark section described above

### **Reporting Requirements**

#### Contractor Reporting Responsibilities:

1. Adhere to all data reporting requirements stated in Article II, Section 30 of the contract.
2. Complete narrative sections of semi-annual “progress reports” within 30 days of receipt
3. Semi-annual “progress reports” will include, at a minimum, but not limited to the following data categories:
  - a. HMIS data quality: % missing
  - b. Participant demographic data, including race and ethnicity
    - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
  - c. Average cost per household served (successfully and total)
  - d. Program-specific elements
    - i. Number of households served
    - ii. Bed/Unit utilization
    - iii. Rates of increased income and benefits
    - iv. Rates of Permanent Housing
      1. Maintenance of housing in program
      2. Exits to other permanent housing
      3. Relocations within program to another PH unit
      4. Post-exit follow-up PH retention rates
    - v. Average cost per household served annually
  - e. Narrative responses to questions
    - i. What are some unexpected challenges you faced or strengths you have discovered as an agency? (consider including participant success stories)
    - ii. How is your agency working towards ensuring low-barrier programming? Have you seen a need to adjust services to make them more accessible?
    - iii. Please explain how you have been leading with race while reducing homelessness overall in the community
    - iv. Has your agency made progress toward “building connections and coordinating with multiple systems of care to build a community of resources, easily accessible to all”? If yes, please describe how the need for the new connection was identified and the process of building the connection.
4. Work with HST to continually improve on performance targets
5. Make reasonable efforts to Conduct post-program-exit follow-up assessments at 6 and 12 months post-exit
  - a. Enter the results into HMIS
6. Prepare an annual participant feedback report
7. Submit to monitoring for contract compliance

#### HST Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide semi-annual “progress report” to Contractor
5. Work with Contracted providers to continually improve on performance targets
6. Work with Contractor to identify strengths and weaknesses apparent in programming through data

7. Review and identify strengths and weaknesses from participant feedback report with Contractor
8. Monitor for contract compliance

See References below:  
CHA Referral Process  
Flex Fund Policy  
Graduation Protocol

**EXHIBIT B  
BUDGET**

<b>February 13, 2024 Proposed Services Budget</b>		
<b>Sources</b>		
	Units Service Population B	40
	Overall Service Funding – SHS (\$650 per unit; 100 units)	\$65,000
	Total SHS funding (\$12,875 per unit; 40 units Pop. B)	\$515,000
	<b>Total Annual Services Funding</b>	<b>\$580,000</b>
<b>Uses</b>		
<b>Staff Salary + Benefits</b>		
1 FTE	Resident Services Manager I	\$92,900
1 FTE	Resident Services Coordinator II	\$69,815
2 FTE	Case Manager I	\$139,630
1 FTE	Youth Initiatives and School Liaison	\$69,815
<b>Staff Subtotal</b>		<b>\$372,160</b>
	Indirect Costs (10% of staff salary + benefits)	\$37,216
	Flexible Client Services Funding	\$80,000
	Services Program Expenses	\$28,608
	Enhanced Property Management for Housing Stability	\$62,016
	<b>Expenses Subtotal</b>	<b>\$170,624</b>
	<b>Total Costs</b>	<b>\$580,000</b>

## EXHIBIT C CHA REFERRAL PROCESS

**Purpose:** To outline the process for agencies to request referrals from Coordinated Housing Access/By Name List (CHA/BNL).

**CoC, Rapid Rehousing and other Non SHS funded Program has openings:**

Case Manager reaches out to [Chareferrals@clackamas.us](mailto:Chareferrals@clackamas.us)

Case Manager provides number of referrals needed and program eligibility criteria

CHA rep will pull report from BNL, and send list of referrals to CM

To the best degree possible, all referrals have been contacted by a CHA rep to ensure they are still experiencing homelessness or at risk, still reachable and needing assistance prior to list being sent to agency.

Case Manager will send an email to [Chareferrals@clackamas.us](mailto:Chareferrals@clackamas.us) notifying them of any referrals that they were unable to reach or assist

Once the case manager receives and accepts the referral from the CHA team representative, the case manager will locate the participant profile in HMIS and will add their agency's program entry onto that profile.

**SHS Funded Program has openings :**

Navigator reaches out to [Chareferrals@clackamas.us](mailto:Chareferrals@clackamas.us)

Navigator provides number of referrals needed and demographics/program eligibility criteria

To the best degree possible, all referrals have been contacted by a CHA rep to ensure they are still experiencing homelessness or at risk, still reachable and needing assistance prior to list being sent to agency.

Navigator will send an email to [Chareferrals@clackamas.us](mailto:Chareferrals@clackamas.us) notifying them of any referrals that they were unable to reach or assist

Once the case manager receives and accepts the referral from the CHA team representative, the case manager will locate the participant profile in HMIS and will add their agency's program entry onto that profile.

Shelter/MOU process as follows: staff will ensure all participants have completed a CHA assessment and be entered into HMIS.

Agencies need to ensure they have internal SHCM capacity to support referrals once housed by their Navigator. This may mean the Navigator holds the case until an opening in SHCM becomes available.

## **EXHIBIT D FLEX FUND POLICY**

Flexible funding

Revised: 2/2023

Flexible Funding in the SHS program may be used to pay for supportive services or items that address specific needs of program participants. SHS flexible funding must only be used to assist program participants to obtain and maintain permanent housing. All SHS providers will follow procurement law and use reasonable discretion to make economical purchasing choices. **This list below includes guidelines and policies that should be used to inform program budgeting for use of client services flexible funding, recommended caps for specific expenditures, and some resources to seek first before using client services flexible funding.**

All uses of SHS client services flexible funding must fall within one of the following three categories:

- 1) Outreach – including safety on the streets/survival assistance (refer to your contract’s scope of work for further specific guidelines on outreach-related flexible funding use)
- 2) Obtaining permanent housing – including removal of barriers to obtaining permanent housing, acquiring necessary documents, filing and application fees, moving and furnishings, etc.
- 3) Maintaining permanent housing – including supportive services such as skills training, credit counseling, benefits acquisition, etc.; and eviction prevention costs, such as rent and utility arrears.

**All providers must maintain supportive documentation** that any use of client services flexible funding falls within these three categories. For expenses that fall outside the spending guidelines listed below, please document the justification for the variance in such expenses as they relate to the three eligible categories above; this may include notes in the client’s case file, supporting documentation from a medical provider, ledgers of unpaid debts to a housing provider, etc. Any questions on eligible use or supporting documentation can be directed to [HousingServices@clackamas.us](mailto:HousingServices@clackamas.us).

Housing Services staff will periodically monitor agency client services flex fund utilization to ensure that supportive documentation has been maintained. Failure to maintain supportive documentation will lead to progressive corrective action, which may include contract termination.

### **Rental Screening Barrier Busting**

- Identification/documentation replacement-*up to \$200/person*
- Rent Arrears (up to \$5,000/household)- if needed to remove screening barrier and access rental housing
  - Be sure to consult COVID-related rental arrears legal guidance to determine if

rental arrears accumulated during CY2020 and CY2021 may be used in landlord screening. Housing Rights and Resources maintains up-to-date info on these and other protections:

<https://www.clackamas.us/socialservices/housingassistance.html>

- Utility arrears (*up to \$1000/household*)- if needed to remove screening barrier and access rental housing or to set up utilities in rental housing
  - Before making a payment, consult with Clackamas Energy Assistance Program: contacts at <https://www.clackamas.us/socialservices/energy.html>
- Traffic fines and fees up to *\$1000*
  - must be tied to removing screening barrier to rental housing-

### **Housing Related Costs**

- Rental Application fees-up to *\$150/household*
- Holding deposits-up to *\$400/household*
- Utility deposits-up to *\$500/household*
- Rental/Security deposits – work with RLRA team **first** to problem solve based on client specific needs to ensure compliance with the HACC Graduation Protocol and in cases where the landlord will not accept a promissory note on a new move-in. If a participant needs to move due to health and/or safety and no other resources exist, flex funds can be used to pay for the security deposit. Check with HACC voucher program **first** to confirm if deposit assistance is available prior to using flex funds.
- Pet deposits- for up to 2 pets-up to *\$800*
- Utility payments—*up to \$500*
  - There is a utility allowance built into in the HACC rent calculation document *for heat, water, sewer, garbage and power to the rental unit*. Ensure the participant has an on-going plan to cover utility costs
- Unpaid tenant portion of rent: up to *\$500*
  - Must be a one-time or short-term prevention strategy
- Moving costs-up to *\$500 in total/household*
  - May include: truck rental, moving company, and/or moving supplies
  - If hiring a moving company, agency must receive 3 quotes before contracting with lowest price
- Community Warehouse participation costs, including delivery fee-up to *\$500/household*
- Mattress (when unavailable at Community Warehouse) - up to *\$400*
  - For mattresses at a higher cost, please document need (such as medical need that could not be paid for with health insurance)
- Mediation between landlords and program participants-up to *\$300*
  - See also free landlord mediation services provided through the County's Resolutions Services: <https://www.clackamas.us/ccrs/eviction-prevention-mediation>
- Temporary short-term housing provision- up to *\$150 per night*
  - Diversion should be used in all cases to find the most cost efficient, trauma-informed, and suitable option for each participant
  - If Emergency Shelter is the best intervention, attempts must be made first utilize existing Emergency Shelter units or vouchers

- Hotel/motel costs may be paid out of flex funding if all other options have been exhausted, including diversion, and this is the best option for the individual
  - Costs up to \$150 per night
  - **Must seek re-authorization at least monthly with Housing Services team to continue to pay for this cost**

## Other General Uses

- Basic Hygiene/medical needs-up to *\$100/person/year*
  - Ex. Menstruation products, toilet paper, first aid kit and/or supplies, toiletries etc.
- Survival assistance-up to \$500/household-
  - Includes costs to support program participants' ability to survive the elements while identifying temporary and/or permanent housing options.
  - Ex. Tent, sleeping bag, hand/foot warmers, socks, shoes, warm weather gear, food/water, sun screen, backpack etc.
- Assistance applying for benefits-up to *\$500/applicant*
  - Ex. Fees to attorneys or others to assist with completing an SSI/SSDI application
- Cell phone bill-up to *\$200/household*
  - Before paying with SHS funds, households must apply for reduced cost phone programs. Example: Oregon Lifeline, <https://www.oregon.gov/puc/pages/oregon-lifeline.aspx>; Oregon Health Plan members can also receive a free phone via their care coordinator (with CareOregon or HealthShare). Info at: <https://www.healthplansinoregon.com/free-cell-phones-for-members-of-oregon-health-plan/>
- Educational/Life Skills services-up to *\$300*
  - Ex. Consumer/financial ed, health education, prevention programs, literacy, ESL/ELL, GED, tutoring, household management, conflict management, use of public transit, nutrition, meal prep, parental ed
  - Ex. buying required books, supplies, and/or instructional material associated with education
- Transportation
  - Bus passes (*monthly*)-*\$100/person*
    - If qualified, agency must assist individuals in applying for honored citizen or other reduced cost bus passes; apply via <https://trimet.org/fares/honoredcitizen.htm>
    - Check with local partners about TriMet partnerships to offset the cost of bus passes (example, Clackamas Service Center and The Father's Heart)
  - Gas cards (*up to \$100 monthly*)
    - When transportation is at least 70% associated with participants work, healthcare needs, grocery shopping, accessing services, and other essential functions
    - SHS funding can only pay for gas cards on an as-needed bases. This policy should **not** be read to mean that every participant with a vehicle automatically receives \$100 a month
  - Car repair or maintenance, not to exceed 10% of Blue Book value of the vehicle-

- Food (*up to \$150/mo/household*)
  - Food paid for by SHS should be supplemental to SNAP benefits and accessing food banks and other free or reduced cost food programs
  - SHS funding can only pay for food on an as-needed bases. This policy should **not** be read to mean that every participant/household automatically receives \$150 a month in food assistance
- Employment assistance and job training- in-person or online- up to *\$100/working-age person*
  - Ex. Training in particular software or computer skills, on-the-job instruction, employment assistance programs, reasonable stipends for job training
- Costs or fees associated with participating in necessary healthcare services- up to *\$100*
  - *Contact Clackamas County Behavioral Health for appointments*
  - Ex. mental or physical health costs, program fees, etc.
- Credit Counseling- up to *\$75*
  - Assistance with resolving personal credit issues
- Engagement services- costs to support engagement with program participants-up to *\$150/household*
- Child Care
  - Cost of establishing childcare or providing childcare vouchers
  - Costs for food, as required by a childcare provider
- Storage unit costs- -up to *\$200/household*
  - *Storage unit costs should only be covered for a short time (generally 3 months max) until a participant can be reunited with their possessions*



## EXHIBIT E

### GRADUATION PROTOCOL

#### Case Management Graduation

**Purpose:** This protocol has been developed to create a planned process for helping our providers and partners move clients toward housing stability, self-advocacy, and autonomy, while increasing capacity to serve new clients. Clients demonstrating housing stability and the ability to retain their housing independently can be graduated from case management. A graduated household retains their housing subsidy, the resource connections facilitated by the case manager, and contact information for future emergent and critical needs.

**Scope:** This Case Management Graduation Protocol applies to all contracted service providers engaged in non-time-limited, tenant-based housing retention case management through the County's Housing and Community Development Division. Participants no longer in need of case management may be considered for graduation.

**Equity Statement:** We are building a safe Clackamas County where all people thrive, are celebrated for their diverse identities, and know they belong.

#### Assessment and Reassessment for Graduation

Case Managers will assess client readiness for graduation at 12 months after enrollment in housing retention or supportive housing case management and every 6 months thereafter.

#### Graduation from Housing Case Management

Factors to consider include the following:

1. The participant household expresses a desire to graduate from case management;
2. The participant household demonstrates basic rental maintenance skills, including the ability to navigate recertification independently and appropriate relationships or proactive communication with neighbors, landlord, and maintenance staff;
3. The participant household is receiving all eligible mainstream benefits, including any applicable health benefits, and stable income from suitable employment, SSDI/SSI, Veterans benefits, or other sources;
4. The participant household independently manages their household expenses and did not incur any late fees for their rental unit for the past 12 months; or any late fees were addressed and corrected promptly;
5. No lease violation notices were received for the past 12 months; or any violation notices were minor and were addressed and corrected promptly.

The above factors to consider for graduation are not requirements. A participant household may consult with their case manager about graduation with or without presenting all factors. The case manager will assess each participant household's readiness for graduation on a case-by-case basis.

#### Graduation Procedures

1. The Case Manager will review this Graduation Protocol with the participant, ensuring they understand they will not receive further case management services after graduation from the program.
2. The Case Manager and participant will acknowledge a Graduation Agreement in writing, which will include contact information should the participant need to re-enroll in case management.
3. The participant will receive a copy of the Graduation Agreement, and the Case Manager will keep a copy of the Graduation Agreement in the client file.
4. The Case Manager will exit the participant from SHCM in HMIS and communicate graduation of the participant, date of graduation, and HMIS number to the SHCM Coordinator.
5. The Case Manager will follow-up with the participant household 6 months after graduation to provide any additional resources and assess housing stability. The follow-up outreach will be documented in HMIS.

**Re-enrollment with Housing Case Management**

Graduated household participants may request to re-enroll, pending caseload availability and agency capacity.

Factors to consider include the following:

1. The participant household identifies a need to work on basic rental maintenance skills;
2. The participant household is unable to manage their household expenses;
3. The participant household received major lease violation notices or late fees or is otherwise experiencing housing instability;
4. The participant household is facing a major financial or health emergency.

After re-enrollment, a participant household may be assessed for graduation after six months and every six months thereafter.

Case managers have discretion to re-enroll clients on a time-limited basis or indefinitely, depending on relative acuity of household participant needs and the ability to regain housing stability within a short period of time.

Under emergent circumstances, Case Managers may initiate re-enrollment.

**Case Management Voluntary Graduation Agreement**

This is a voluntary agreement for households who may no longer want or need case management. Participant households who graduate from case management will keep their rental assistance as long as they continue to meet income, recertification, and other voucher program requirements.

1. My case manager has reviewed the Graduation Procedure with me.
2. I understand I will not have regular access to supportive services case management once I graduate.
3. If I need assistance or have a crisis in the future, I can reach out to my former case manager for referral to resources.
4. If our housing becomes unstable and requires intensive re-engagement with case management, I can request to be re-enrolled in case management, pending caseload capacity.
5. I understand that my former case manager will reach out to me in six months for follow-up. The purpose of the follow-up is to confirm my housing stability and to provide referral to resources if needed.
6. My case manager has provided me a copy of the Graduation Procedure and this Graduation Agreement.
7. I understand that by signing this form, I am agreeing that I am able to pay for and manage household expenses on my own, and that I no longer require case management services.

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Case manager has reviewed the Graduation Procedure with the household and supervisor and confirmed that the household meets all policy requirements.**

Case Manager Printed Name: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Contact Information:

