

October 26, 2023

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
 Clackamas County

Approval of a Contract with Mental Health & Addiction Association of Oregon for Peer Support services. Contract value is \$108,809.04 for 1 year. Funding is through Metro Supportive Housing Services Measure Funds. No County General Funds are involved.

Previous Board Action/Review	10/24/23 – Item presented at Issues		
Performance Clackamas	1. Which indicator of success does this item affect? This agreement ensures healthy, safe and secure communities by increasing housing stability for housing authority participants.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Toni Karter	Contact Phone	503-650-3139

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC), a component unit within the Housing & Community Development Division of the Health, Housing and Human Services Department, requests approval of a contract with Mental Health & Addiction Association of Oregon (MHA AO), for peer support services for participants of Housing Authority programs.

These MHA AO services support residents of Hillside Manor. Clients are primary elderly and/or disabled, many of whom are formerly homeless and/or have barriers to housing stability. These services are delivered by peer support specialists and lead to greater housing stability for residents.

Peer support specialist provided by MHA AO work in collaboration with HACC’s Resident Services Team to assist with:

- Increasing housing stability and preventing evictions.
- Promoting resident economic stability, self-reliance, and quality of life.
- Connecting vulnerable residents to additional support services.
- Assisting residents in navigating complex systems.
- Assisting youth in advancement and self-sufficiency.
- Building community.
- Tracking interventions and outcomes.

For Filing Use Only

Healthy Families. Strong Communities.

The contract is funded by Supportive Housing Services Measure funding. The term is for one year and the contract is renewable for up to four additional years.

RECOMMENDATION: Staff requests that the Housing Authority Board approve contract #1135 with MHA AO and authorize Commissioner Tootie Smith, Chair, to sign the contract on behalf of the Board.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

HOUSING AUTHORITY OF CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 11356

This Personal Service Contract (this “Contract”) is entered into between the Housing Authority of Clackamas County (“HACC”) and The Mental Health Association of Oregon dba The Mental Health & Addiction Association of Oregon (“Contractor” or “MHAAO”) collectively referred to as the “Parties” and each a “Party.” HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature by both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. The Contract may be extended, upon execution of a written amendment(s) by both parties, for up to four (4) one-year terms.
2. **Scope of Work.** Contractor shall provide the following personal services: peer support services and housing case management services to assist hard to serve homeless individuals and their families. (“Work”), further described in **Exhibit A.**
3. **Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed one hundred eight thousand eight hundred nine dollars and four cents (**\$108,809.04**), for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis based on the budget set forth in Exhibit C
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed using the invoice template attached hereto as Exhibit D and incorporated by this reference herein. 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 HACC’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC 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 and emiller@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 HACC Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D and Addendum.

7. **Contractor and HACC Contacts.**

MHAAO (Contractor) Administrator: Terry Leckron-Myers Email: tleckron-myers@mhaoforegon.org	HACC Administrator: Elizabeth Miller Email: emiller@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. HACC 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 HACC 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 local, 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 HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC 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 HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. 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. **Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees.
 - b. **Indemnification and Defense of HACC.** The Contractor agrees to indemnify, defend, save and hold harmless HACC, Clackamas County, and their 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 HACC, Clackamas County, or any department of HACC or Clackamas County, nor purport to act as legal representative of HACC or Clackamas County or any of their departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC or Clackamas County, nor shall Contractor settle any claim on behalf of HACC or Clackamas County without the approval of the Clackamas County Counsel's Office. HACC or Clackamas County may, at their election and expense, assume its own defense and settlement.

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

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC 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, HACC 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 HACC 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 HACC 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 HACC as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following email address: emiller@clackamas.us.

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 – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC 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 Contact 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 HACC, a copy shall also be sent to: emiller@clackamas.us or HACC, PO Box 1510, Oregon City, Oregon 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 HACC'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 HACC. HACC and Contractor intend that such Work Product be deemed “work made for hire” of which HACC shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to HACC 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 HACC may reasonably request in order to fully vest such rights in HACC. 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, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC 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 HACC'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 HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC 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. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

HACC may, in its sole administrative discretion, assign its interests in this Contract to Clackamas County.

- 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 HACC

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 HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

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

- 20. REMEDIES.** If terminated by HACC due to a breach by the Contractor, then HACC 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 percentage of goods and services actually delivered and accepted by HACC as of the date of notice of termination, less any setoff to which HACC is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC 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 HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC 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 HACC to enforce any provision of this Contract shall not constitute a waiver by HACC 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 HACC 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 HACC 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 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 HACC 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 HACC 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 HACC 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 HACC, 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 HACC's request, Contractor will turn over to HACC 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 HACC that cannot adequately be compensated in damages. Accordingly, HACC 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 HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC 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 HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; 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 HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC 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 HACC.

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 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) Work cooperatively with HACC to prepare an annual participant feedback report
- b) Submit to monitoring for contract compliance.
- c) Comply with current HACC Policy and Procedures and adhere to reporting requirements to be compliant with Oregon Housing and Community Service and Federal Housing and Urban Development (HUD) standards.
- d) As requested, Contractor shall maintain and provide information to HACC as required by state and federal funding sources for reporting purposes. Data collection shall include HUD universal data elements, and services. Information requested will comply with all state and federal laws regarding client confidentiality.

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.

[Signature page to follow]

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

**The Mental Health Association of Oregon dba
The Mental Health & Addiction Association**

Janie Gullickson 9/27/2023
Authorized Signature Date

Janie Gullickson

Janie Gullickson

165224-84
Oregon Business Registry #

501(c)3 Oregon
Entity Type / State of Formation

Housing Authority of Clackamas County

Chair, Tootie Smith
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Commissioner, Ben West
Resident Commissioner, Ann Leenstra

Tootie Smith, Chair Date

Approved as to Form:

LSG 10/09/2023
County Counsel Date

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

The Mental Health Association of Oregon dba The Mental Health & Addiction Association of Oregon (MHAAO) is an inclusive, peer-run organization dedicated to promoting self-directed recovery and wellness for all, honoring lived experiences. MHAAO's expertise lies in providing and managing peer-delivered services, including supporting people experiencing the intersections of behavioral health challenges and homelessness/housing insecurity. As one of Oregon's oldest and largest peer-run agencies, MHAAO has over a decade of experience providing trauma-informed, culturally responsive peer support across the tri-county area. MHAAO is a contracted provider of peer-delivered services connected to several housing programs, including the Housing Authority of Clackamas County (HACC). In MHAAO's current partnership with the HACC, a certified Peer Support Specialist assists residents in achieving housing stability by building trusting relationships, bridging resources, advocating on their behalf, and helping them navigate multiple systems. MHAAO has the experience and capacity required to provide peer support services as described in this program.

Peer Support Services Program Design

MHAAO will provide peer supportive services through peer support specialists who will work from the Hillside Manor offices and will be available to all residents living in housing (545 total households) and who wish to receive peer support services. In this role, MHAAO staff will focus on building relationships with residents and property managers and address the needs of the most vulnerable residents. Services will be restricted to within the Metro jurisdictional boundary. Services will be performed in accordance with Exhibit B.

As a member of the HACC's Resident Services Team, the Peer Support Specialist will advocate on behalf of their peers to remain in housing, connect residents to a range of services and resources, and support residents' financial stability, health, and well-being. Peer support is rooted in empowerment and self-direction; assisting residents in building and practicing self-advocacy skills and developing natural supports. Peer support activities may include, but are not limited to:

- Connections to physical and behavioral health services;
- Navigating multi-system involvement (ex. child welfare, food, medical benefits, courts, and community service);
- Individual Development Account (IDA) creation, connections to job training programs, and skills training in money management and budgeting;
- Community activities, workshops, and events;
- Support in other areas of daily living, such as nutrition, transportation, and accessing clothing and household necessities.

Peer support specialists will be expected to attend community relationship-building events at least monthly and maintaining a case load of at least 35 residents per year. Participant data will be tracked using the Family Metrics and Yardi databases and excel will be used to track contacts. Participants will be offered a follow-up survey to provide feedback within 12 months after the first engagement.

MHAAO will provide HACC with information regarding the days and times during which their peer support services will be readily available. HACC will communicate in a timely manner any changes in operations or schedule. Services offered must be voluntary, based on participant's stated needs and preferences, and must include but are not limited to:

- Continuous engagement with residents who choose services, relationship building
- Assistance in identification and removal of barriers to continue permanent housing placement
- Information and assistance in connecting to mainstream services and benefits (e.g., SNAP, Oregon Health Plan enrollment, day centers, food pantries)
- Offer Housing First Aid or rapid resolution conversations, when appropriate

- Assistance obtaining appropriate documents to continue housing stability, employment, and other needed services, with consideration for the needs of immigrant/vulnerable populations.
- Individualized resource referral and connection, including mental and physical health, as needed.

In addition to the above, MHAAO agrees to accomplish the above work under the following terms:

- Utilize a trauma informed approach along with proper peer language
- Actively participate in trainings, coordination, case conferencing and other meetings
- Work in partnerships with HACC Resident Services, HACC Property mgmt. and 3rd party property management
- Maintain active communication with HACC Resident Services Supervisor, including but not limited to ongoing communications regarding best practices, program policies, information tracking, and participant vulnerabilities.
- Participate in HACC community events such as food markets, health events, and initiatives
- Be accessible and reachable through various means, including but not limited to walk-in, phone, text and email
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible.

Goals and Benchmarks

Outcome	Goal	Data Source
Resource Connection	75% of people served will be connected with at least one resource	Family Metrics/Excel Log
Eviction Prevention	80% of households served will retain rental housing at their current unit 6 months after intervention	Family Metrics/Excel Log
Participant Voice	At least 70% of people will respond to follow-up survey	Follow-up survey
Effective Services	At least 85% of follow up surveys will reflect effective service provision	Follow-up survey

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 HACC 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.

Reporting Requirements

Contractor will:

1. Enter all relevant data into Family Metrics, and/or excel log as appropriate
2. Coordinate with Resident Services supervisor to submit quarterly report with the following items:
 - a. Number of households served
 - b. Demographics on household members including:
 - i. Household composition
 - ii. Race and ethnicity
 - iii. Age categories
 - c. % of people served that were connected with at least on resource
 - d. % of households served will retain rental housing at their current unit 6 months after intervention
 - e. % of people will respond to follow-up survey
 - f. % of follow up surveys will reflect effective service provision

- g. Average cost per household served annually
3. Conduct post-program follow-up assessments at 6 months after first contact
4. Report the results in quarterly report
5. Prepare an annual participant feedback report
6. Submit to monitoring for contract compliance

HACC will:

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. Work with Contracted providers to continually improve on performance targets
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with Contractor
7. Monitor for contract compliance

EXHIBIT B

GUIDING PRINCIPLES AND EXPECTATIONS

Equity:

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

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

Outcomes:

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

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

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County Housing Services Team, will be added.

Coordination:

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

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

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

Services:

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

To further these services goals, Contractor must follow the following proven practices:

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

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness.

Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, are paid for their time.

- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.
- Board of directors must include at least one person with lived experience of homelessness.

System-wide Service Delivery Expectations (in addition to any items above):

Contractor shall perform the following:

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

EXHIBIT C
SUPPORTIVE HOUSING PEER SUPPORT BUDGET

Budget Template		
Line Item Category	Narrative/Description <small>Please provide a detailed description of each line item</small>	Funds Requested
Personnel		
Payroll	PSS, Manager, Data Analyst, Dept. Director)	\$66,828.13
SUTA, PRT, WC	Payroll Taxes, Workman's Comp	\$7,464.70
Benefits	Health & Dental, EAP, 401k, ST/LT Disability	\$9,860.71
Personnel Subtotal:		\$ 84,153.54
Program Operations		
Direct Expenses/Supplies	Direct Program Expenses that include rent, utilities, database, staff cell phones	\$7,764.57
Contractual	Professional Services, Equipment Rental, Liability Insurance	\$1,060.15
Travel + Conference	Local program mileage and Peerpocalypse	\$4,739.05
Program Operations Subtotal:		\$13,563.77
Client Services		
Peer Engagement/Needs	For engagement supplies or small purchases	\$1,200
Client Services Subtotal:		\$1,200
Capacity Building		
Capacity Building Subtotal:		
Administration		
Indirect Administration	10% De minimis	\$ 9,891.73
Administration Subtotal:		\$9,891.73
Total Funds Requested		\$108,809.04

EXHIBIT D PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

Date(s) of Goods/Services	Description - Please provide a <i>detailed</i> description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small>	Contracted Budget Line Item Category	Population A/B	Funds Requested
INVOICE				
Health, Housing & Human Services CLACKAMAS COUNTY FYXX (xx/xx/xxxx-xx/xx/xxxx) Fill in actual costs & submit electronically to HACCSHS@clackamas.us				
Contractor: _____		Billing Period (Month/Year): _____		
Project: _____		Contractor Invoice #: _____		
Address: _____		Contract #: _____		
Contact: _____		Contract \$ Maximum: _____		
Phone #: _____		Contract Term: _____		
Email: _____				
Housing Navigation/Placement Services				
Housing Navigation/Placement Subtotal				\$ -
Supportive Housing Case Management Services				
Supportive Housing Case Management Subtotal				\$ -
Indirect Administration				
Administration Subtotal				\$ -
Capacity Building For Culturally Specific Providers				
Capacity Building for Culturally Specific Providers Subtotal				\$ -
Short-term Rent Assistance				
Short Term Rent Assistance Subtotal				\$ -
Total Funds Requested				\$ -
This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.				
PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.				
CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.				
Prepared by: _____		Date: _____		
Authorized Signer: _____				
HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045 Direct Line: (503) 655-8267 Fax: (503) 655-8676 Housingservices@clackamas.us				

Mileage Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

Contractor _____	Billing Period (Month/Year) _____
Project _____	Contractor Invoice # _____
Address _____	Contract # _____ XXXX
Contact _____	
Phone # _____	
Email _____	

Date of Travel	Name of Personnel and Client Served	# of miles traveled	Funds Requested
			\$
			\$
			\$
			\$
			\$
			\$

Mileage Subtotal	\$
-------------------------	-----------

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE

13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 | Housingservices@clackamas.us

Personnel Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

Contractor _____	Billing Period (Month/Year) _____
Project _____	Contractor Invoice # _____
Address _____ _____	Contract # XXXX _____
Contact _____	
Phone # _____	
Email _____	

Days Worked	Name of Personnel	# of Hours Worked	Hourly Rate	Funds Requested
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Subtotal			Personnel	\$

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____
Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE

13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Housingservices@clackamas.us

ADDENDUM: DEFINITIONS

Culturally Responsive and Culturally Specific Services

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

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

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

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.

Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

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

Organizations providing Culturally Specific Services reflect the following characteristics:

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

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

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

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

HUD Chronically Homeless Definition

24 CFR 578.3 “Chronically homeless”

Chronically Homeless means:

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.