

December 1, 2022

Housing Authority Board Commissioners Clackamas County

Approval of a Personal Services Contract with Up and Over, LLC. for mobile and/or site-based outreach and engagement services, for Clackamas County residents experiencing homelessness and assignment of the Contract to Clackamas County. Contract value is \$262,603.00 for 7 months. Funding through Metro Supportive Housing Services. No County General Funds are involved.

Purpose/Outcome	To provide outreach and engagement services as well as supportive housing
	case management services and on-call emergency work for residents
	experiencing homelessness.
Dollar Amount	The total value for the contract over the contract term is \$262,603.00.
and Fiscal Impact	
Funding Source	Supportive Housing Services Program funding.
-	No County general funds are involved.
Duration	Upon signature through June 30, 2023, 7 months.
Previous Board	11/29/22 – Item presented at Issues
Action/Review	
Strategic Plan	1. This funding aligns with H3S's Strategic Business Plan goal to
Alignment	increase self- sufficiency for our clients.
	2. This funding aligns with the County's Performance Clackamas goal to
	ensure safe, healthy, and secure communities.
Counsel Review	11/7/2022- Andrew Naylor
Procurement	1. Was the item processed through Procurement? yes $\Box$ no $\boxtimes$
Review	2. If no, provide a brief explanation: This procurement process was
	conducted by HACC staff in partnership and approval from County
	Finance and the County Procurement office. The RFP was conducted in
	compliancewith County and Local Contract Review Board rules and
	leadership oversight from Procurement.
Contact Person	Vahid Brown, Human Services Manager (971) 334-9870
Contract No.	H3S 10885

## BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing, and Human Services Department (H3S) of Clackamas County, requests approval of a personal services contract with Up and Over, LLC. providing mobile and/or site-based outreach and engagement services, supportive housing case management, and on-call emergency work for residents experiencing homelessness utilizing funding from the Metro Supportive Housing Services (SHS) Measure. The SHS-funded programming is focused on providing permanent supportive housing and other

supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

Up and Over is a community-based agency providing and advocating for the basic needs of people and families who are homeless or at risk of becoming homeless, serving primarily Black and Brown individuals over 18 years of age and experiencing mental and/or physical disabilities. Up and Over provides outreach and engagement services, wrap-around supports, connections to housing, and client advocacy as needed for stabilization while also building relationships with landlords to support ongoing placement and retention.

Through this contract, Up and Over will provide mobile outreach and direct engagement with people accessing their basic need services and resources and on-call emergency services. Services will ensure safety and immediate connection to assistance and will incorporate the ongoing provision of basic supplies, reduction of housing barriers, and a warm hand-off connection to shelter, housing navigation, and rental assistance resources.

This contract was procured by HACC with the intention of being managed by HACC staff. Following the procurement, Clackamas County elected to create a new housing division within its Department of Health, Housing, and Human Services, which will involve a reorganization of how housing services are delivered. Upon creation of the new housing division, HACC intends to assign the approved contract to Clackamas County for management. As a result, the proposed contract contains an Assignment Addendum to be executed by both the Housing Authority Board and the Clackamas County Board of County Commissioners that enables the assignment to occur.

#### **RECOMMENDATION:**

Staff respectfully recommends that the Board approve the personal services contract between Up and Over, LLC. providing mobile and/or site-based outreach and engagement services for residents experiencing homelessness and approve the assignment of the contract to Clackamas County. Staff also recommends that the Board authorize Commissioner Tootie Smith, Chair, to sign the contract and assignment addendum on behalf of the Housing Authority Board.

Respectfully submitted,

Rodney A. Cook

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

#### HOUSING AUTHORITY OF CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract # 10885

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Up and Over, LLC ("Contractor" or "UP AND OVER") 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 of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023.
- 2. Scope of Work. Contractor shall provide the following personal services:
  - a. Mobile and/or site-based outreach and engagement services as well as supportive housing case management services for Clackamas County residents experiencing homelessness ("Work"), further described in **Exhibit A**.
  - b. On-call or as needed emergency work ("Emergency Work") further described in **Exhibit H**. Because Emergency Work is on an on-call or as-needed basis, nothing herein shall be construed as a promise by HACC that it will request Emergency Work.

#### 3. Consideration.

- a. <u>Work</u>. HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty-Two Thousand Six Hundred and Three Dollars (**\$262,603.00**) for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis based on the budgets set forth in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- b. <u>Emergency Work</u>. Consideration for Emergency Work shall be in accordance with Exhibit H. Emergency Work will not exceed the sum of Twenty Thousand Dollars (\$20,000.00). Unless otherwise agreed to by the parties, consideration rates for Emergency Work will be on a reimbursement basis in accordance with a budget negotiated in accordance with Exhibit H.
- c. <u>Capacity Building Work</u>. HACC agrees to pay Contractor the sum of \$40,000.00 for capacity building work ("Capacity Building Work"). These funds may only be used by Contractor for organizational development and infrastructure expenses, which are needed to ensure long-term stability in providing the Work. HACC will pay Contractor the sum of \$40,000.00 in a single payment within thirty (30) days of the Effective Date of this Contract. Within one year of the allocation of this funding, Contractor must report on progress made on Capacity Building Work including, but not limited to, the following:
  - development of operational, human resources, and fiscal management governance systems;
  - private fundraising and other aspects of independent financial stability;
  - systems for evaluating the effectiveness of business processes and services;
  - equity practices;

• strategic planning, staff development, and other competencies, strategies, systems, and structures that will ensure organizational stability and effectiveness over time.

If Contractor fails to make reasonable progress on Capacity Building Work, as determined by HACC in its reasonable discretion, HACC may require Contractor to repay the \$40,000.00 provided for Capacity Building Work, reduce future payments until the \$40,000.00 is recouped, or any other right or remedy provided under this Contract.

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 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. Contractor shall use the invoice template attached hereto as Exhibit D. Reimbursement shall not occur until the County has a fully executed contract.

Invoices shall reference the above Contract Number and be submitted to: <u>Housingservices@clackamas.us</u>

#### 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: <u>https://www.clackamas.us/finance/terms.html</u>.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, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and the Assignment Addendum to be executed contemporaneously herewith.

## 7. Contractor and HACC Contacts.

Contractor	HACC
Administrator: Javonnie Shearn	Administrator: Vahid Brown
Phone: (503) 234-1541	Phone: (971) 334-9870
Email: javonnie@upandover.org	Email: vbrown@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 Contract. 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 Contract. 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: HousingServices@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. 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.

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.

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

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$100,000 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: <u>HousingServices@clackamas.us</u> or Health, Housing and Human Services Department, Housing and Community Development Division, 2051 Kaen Road, Suite 239, 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 under this Contract, in law, or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the percentage of Work delivered and accepted by HACC as of the date of notice of termination, less any amounts previously paid and any right of 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. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (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 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. 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 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 a Homeless Management Information System ("HMIS") Participation Agreement for purposes of using regionally administered HMIS software through a contract with regional partners and ensuring such use is in accordance with the HMIS provider's policies and procedures. The HMIS data forms used are attached as Exhibit E and incorporated by this reference herein. HACC's current HMIS Participation Agreement is attached hereto as Exhibit I and incorporated by this reference herein. HACC anticipates a new HMIS regional structure and contract will be implemented and upon such implementation and transfer, Contractor shall, if determined by HACC to be necessary, execute a new HMIS Participation Agreement;
- b) Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database. As used herein, "participation" means:
  - i) Completing all necessary initial HMIS data entry training within 60 days of Contract execution;
  - ii) Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
  - 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 data collection;
  - v) Correcting data quality, missing information, and null data errors as specified by Housing Services 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 data 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 HST Data Team, access the HMIS software.
- c) Work with HACC 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) Submit to monitoring for contract compliance.
- f) Comply with current HMIS Policy and Procedures
- g) As requested, Contractor shall maintain and provide information to HST for reporting purposes. 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.

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

#### Up and Over, LLC

#### Housing Authority of Clackamas County

Chair, Tootie Smith Commissioner, Sonya Fischer Commissioner, Paul Savas Commissioner, Martha Schrader Commissioner, Mark Shull Commissioner, Ann Leenstra

Juromu Strem	11/7/2022		
Authorized Signature	Date	Tootie Smith, Chair	Date
Javonnie Shearn / Founder		Approved as to Form:	
Name / Title (Printed)			
1545292-92		In	11/09/2022
Oregon Business Registry #		County Counsel	Date
Domestic Limited Liability Comp	bany		
Entity Type / State of Formation		_	

#### EXHIBIT A PERSONAL SERVICES CONTRACT SCOPE OF WORK OUTREACH & ENGAGEMENT and SUPPORTIVE HOUSING CASE MANAGEMENT

Up and Over is a community-based agency providing and advocating for the basic needs of people and families who are homeless or at risk of becoming homeless. Up and Over provides outreach and engagement services, wrap-around supports, and connections to stable housing for residents of Clackamas County. Up and Over's primary service population focuses on Black and Brown individuals over 18 years of age, experiencing mental and/or physical disabilities. Up and Over also finds and builds relationships with landlords to support placement and retention and advocate for the client when necessary.

Outreach & Engagement Program Design

UP AND OVER will provide supportive services through direct mobile outreach and engagement. UP AND OVER's direct outreach methods will incorporate the provision of safety on the streets resource, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. UP AND OVER will participate in or facilitate "warm hand off" connections to shelter, housing navigation, and rental assistance resources.

Referrals for this program will come from ongoing community interaction, Coordinated Housing Access, street outreach programs, and through coordination with HST staff. These services will be restricted to within the Metro jurisdictional boundary. Housing First Aid/diversion, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Aid/diversion training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) outreach efforts, and collecting information for the Built for Zero initiative are required as an outreach and engagement provider.

UP AND OVER will provide HST with information regarding the days and times during which their outreach services will be readily available. UP AND OVER will communicate in a timely manner to HST and engaged participants any changes in operations or schedule that may affect the previously established days and times when their services will be available to the community.

Services offered must be voluntary, based on participants' states needs and preferences, and must include, but are not limited to, the following:

- Provision of safety on the streets resources (e.g., food, survival gear, toiletries)
- Assistance in identification and removal of barriers to permanent housing placement
- Completion of CHA assessment as soon as possible upon engagement
- Information about and assistance in connecting to mainstream services and benefits (e.g., SNAP, Oregon Health Plan enrollment, behavioral health day centers, food pantries)
- Build trusting relationships with participants
- Housing First Aid/diversion: All people will be offered Housing First Aid or rapid resolution conversation
- Assistance obtaining appropriate documents to access housing, 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.
- Outreach, including to pre-identified people on by-name list, with the goal of connecting to longer-term housing resources and/or shelter.
- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions

In addition to the above, UP AND OVER agrees to accomplish the above work under the following terms:

- Utilize a trauma informed approach, including techniques outlined in the Guiding Principles and Expectations below
- Maintain consistent hours of operation
- Actively participate in trainings, coordination, case conferencing and other meetings as required by HST.
- Maintain active communication with HST outreach and safety off the streets program coordinator, including but not limited to ongoing communications regarding best practices, HST program policies, information tracking, and participant vulnerabilities.
- Target high profile or specific sites for outreach or as assigned by HST
- Document and certify eligibility of each adult household member as either Population A or Population B, in accordance with Exhibit F.
- Access points are low barrier
- Outreach and Engagement may not categorically exclude persons fleeing domestic violence.
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines, attached hereto as Exhibit G and incorporated by this reference herein.

Outcome	Goal	Data Source
Data Completeness	95% data completeness across	HMIS
	all HMIS data elements	
Housing Stability	On avg, the amount of time	HMIS
	from 1 <sup>st</sup> contact to program	
	engagement (as defined by	
	HMIS data standards) will be no	
<b>7</b> 22 · <b>7</b> ·	more than 30 days.	
Effective Services	<ul> <li>Make 1<sup>st</sup> effort at contact with people referred from by-name list (BNL) within an average of 3 business days</li> <li>Complete CHA assessment/BNL entries of participants within an average 3 days of engagement</li> <li>Contact made with at least 300 households within the 1<sup>st</sup> 12 months of contract</li> <li>At Least 50% of participants with at least 1 contact will fully engage in services</li> </ul>	HMIS
	•	
Ending Homelessness	At least 75% of engaged are	HMIS
	either navigated to permanent or	
	transitional (more than 90 day	
	stay) housing OR connected	
	with a housing navigation	
	provider	

Goals and Benchmarks

## Supportive Housing Case Management ("SHCM") Program Design

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 HST Navigation Coordinator to refer participants for housing navigation services, if re-location is needed.

All referrals to SHCM will come from the by-name list and through Coordinated Housing Access (CHA) system. When the program receives referrals, each new referral will be contacted via all known contact points within five (5) business days to assess current eligibility and interest in this program. Those referrals coming from housing navigation services will receive a warm hand-off into this SHCM program.

Subject to availability of funds, as determined by Clackamas County's Housing Services Team (HST) in its sole administrative discretion, <u>HACC will pay the rental subsidy costs</u> through the Regional Long-term Rental Assistance (RLRA) program. HST will provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

The program will assist approximately 47 households with supportive housing case management. The expected case manager to participant ratio is approx. 1:25. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through ongoing housing subsidy and support or by "graduating" from rental subsidy and/or intensive case management. 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:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly (and in most cases, weekly)
- Highly flexible services tailored to meet the needs of each household must be offered; services must be offered based upon the individual's needs and desires
- These services must include, but are not limited to:
  - Identify and leverage existing individual/family strengths, expertise, and assets through a strength-based assessment
  - Create a housing stability action plan and housing goals for each household, including wraparound services, which are determined by participants and focused on housing success.
  - Evaluate progress, as defined by the participant, and adjust plan as needed
  - Ensure each participant has a monthly plan to pay their portion of the rent/utilities; money management support
  - Assistance responding to RLRA requirements including inspections and paperwork completion
  - Act as a landlord contact and assist in landlord relationship development
  - Education on tenant and landlord rights and responsibilities
  - Regular communication with the tenant and property management
  - Early intervention and support to address issues that could jeopardize housing stability
  - Problem solving and crisis management
  - Connection to independent living supports and/or provision of life skills training, as needed
  - Connections to education and employment opportunities
  - Assistance, or connections to assistance, with applying for SSI/SSDI, using the SOAR model, and other benefits, when appropriate.
- Appropriate use of flexible funding to support housing stability and wellness goals
  - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
  - Coordination and connections with other supportive services as needed
  - o Plan to "graduate" from housing subsidy and/or intensive housing case management services, as appropriate

• Linkages to culturally specific and responsive services that help to stabilize the whole family and support long term success (employment, education, rental assistance, etc.)

Outcome	Goal	Data Source
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 Income	At least 15 of the 47 households will increase income through new employment and/or new benefit acquisition by the end of the 2 <sup>nd</sup> year of programming.	HMIS
Ending Homelessness	At least 95% 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 95% of households will either maintain housing within the program for at least 12 months or exit the program to a permanent housing destination	HMIS
Ending Homelessness	At least 95% of households who exit to permanent housing, remain in permanent housing as of 6 month follow-up assessment	HMIS

Supportive Housing Case Management/Retention Goals and Benchmarks

#### **Benchmarks and Timeline:**

•

- 1. Hire and have 100% of contracted staff on board within 90 days of contract execution
- 2. Complete HMIS and CHA training for at least one staff member within 90 days of contract execution
- 3. Complete Housing First Aid/Diversion training within 90 days of contract execution
- 4. Complete and submit for approval first draft of agency program manual within 180 days of contract execution (including safety and grievance policies)

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 goal and benchmark achievement. BOB is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks or goal above.

## Health, Housing & Human Services HST responsibilities

- 1. Incorporate and adhere to the guiding principles and expectations set forth above
- 2. Adhere to all applicable Fair Housing laws
- 3. Support Contractor in creating policy manual, including sharing examples among Contracted providers
- 4. Provide quarterly "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 Disorder treatment
- 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 in 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 will:

- 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- Navigation
    - i. Number of households served
    - ii. Average length of time searching for housing
    - iii. Average flexible spending cost per household served

- iv. Average length of Homelessness across households served
- v. Number of households exited with a permanent housing placement
- vi. Percent of households requesting an RLRA extension
- e. Program-specific elements- SHCM
  - 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
- f. Program-specific elements- outreach and engagement
  - i. Number of households served
  - ii. Average amount of time from first contact to program engagement
  - iii. Length of time between referral and first contact with participant
  - iv. Length of time between engagement and CHA assessment completed
  - v. % of those with at least one contact who fully engage with services
  - vi. % of those engaged who are navigated to permanent or transitional housing or connected with housing navigation provider
- g. 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 has 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. 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

## The HST 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. 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

#### In addition to the obligations set forth above, Contractor shall perform the following:

- 1. Incorporate and adhere to the guiding principles and expectations set forth above
- 2. Conduct the contracted program and related activities as outlined in the Program Design section above.
- 3. Develop a policy, in coordination with HST, for follow up with households accessing outreach and engagement services to navigation and permanent housing.
- 4. All the above-described work will be performed in accordance with the provisions of Exhibit B Guiding Principles and Expectations

#### 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 Outreach And Engagement

# Services Budget

	Budget	
Line Item Category	Narrative/Description	Funds Requested
	Outreach & Engagement	
	Personnel	
Wages	Outreach and Engagement Specialist FT	\$32,900.00
Salaries	Director	\$12,640.00
Benefits	Monthly health care stipend (\$500 month)	\$3,500.00
Payroll Taxes	Calculated at 20% of wages paid	\$11,385.00
Bonus	Incentive Bonus	\$2,000.00
	Outreach & Engagement Personnel Subtotal:	\$62,925.00
	Program Operations	
Professional Services	Accounting and Payroll	\$1,500.00
Operations	Office Supplies	\$400.00
	Technology (apps, programs, website, forms)	\$675.00
	Printing/Copies	\$400.00
Insurance	All required Insurances	\$2,335.00
	Outreach & Engagement Program Operations Subtotal:	\$5,310.00
	Client Services	
Client Services	Barrier Funds: bus passes, gas cards, ordering	\$7,000.00
	birth certificates, short term storage	
	Outreach & Engagement Client Services Subtotal:	\$7,000.00
	<b>Outreach &amp; Engagement Operations Subtotal:</b>	\$75,235.00
	Supportive Housing Case Management	
	Personnel	
Wages	Case Manager (FT)	\$31,500.00
Salaries	Director (FT)	\$25,280.00
Payroll Taxes	Calculated at 20% of wages paid	\$14,195.00
Bonus	Incentive Bonus Case Manager	\$2,000.00
	Supportive Housing Case Management Subtotal:	\$72,975.00
	Program Operations	· · · · · · · · · · · · · · · · · · ·
Professional Services	Accounting and Payroll Services	\$3,000.00
Operations	Office Supplies	\$800.00
•	Technology (apps, programs, website, forms)	\$800.00
	Printing/Copies	\$800.00
Insurance	All required Insurances	\$4,665.00
	Supportive Housing Case Management Program Operation Subtotal:	\$10,065.00
	Client Services	
Client Services	Mental Health (Contracted)	\$50,000.00
Client Services	Barrier Funds: bus passes, gas cards, ordering	\$25,000.00
	birth certificates, short term storage, cleaning	
	(anything to support lease compliance)	
	In the event of an emergency, there may be a need for additional	
	services, otherwise outside the scope of this Contract	
Emergency Services	Not to exceed \$20,000	\$20,000.00

	Supportive Housing Case Management Client Services Subtotal:	\$95,000.00
	Supportive Housing Case Management Subtotal:	\$178,040.00
	Capacity Building	
Capacity Building	Capacity Building Funds	\$40,000.00
	Capacity Building Subtotal:	\$40,000.00
	Administration	
Indirect Administration	Administrative Fee	\$29,328.00
	Administration Subtotal:	\$29,328.00
	Total Funds Requested:	\$322,603.00

#### EXHIBIT D PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

Healt & Hu	th, Housing INVOICE			
CLA	FYXX (xx/xx/xxxx-xx/xx/xxxx)			
	Fill in <u>actual costs</u> & submit electronically to HACCSHS@clackamas			
Contractor:	Billing Period (Month/Ye			
Project: Address:	Contractor Invoic			
Contact:	Contract \$ Maximu	um:		
Phone #:	Contract Te	rm: Email:		
Date(s) of Goods/Services	Description - Please provide a <i>detailed</i> description of each line item including client name *supplemental attachments are required for personnel and mileage reimbursements*	Contracted Budget Line Item Category	Population A/B	Funds Requested
	Housing Navigation/Placement Services			
			「	<u> </u>
		Housing Navigation/P	lacement Subtotal	\$-
	Supportive Housing Case Management Servic	es		
	Supportive Housing Case Mana	agement Subtotal:		\$-
	Indirect Administration			
		Admir	nistration Subtotal	\$ -
	Capacity Building For Culturally Specific Provid			·
	Capacity Building for Culturally Specific F	Providers Subtotal		\$ -
	Short-term Rent Assistance			Ş -
		Chart Town Bont	1-t Cubtoto	
		Short Term Rent A		
This form dari			I Funds Requested	
	ves from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documen cial records and other books, documents, papers, plans, records of shipments and payments and writings of R			
	PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month :	services were performed.		
CERTIFICATION: I ce	rtify that this report is true and correct to the best of my knowledge and that all expenditures reported have been contained in the Agreement/Contract.	made in accordance with	the budget and oth	ner provisions

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 | HACCSHS@dackamas.us

	Mileage Reimbursement Supplemental Form FYXX (xx/xx/xxxx–xx/xx/xxxx) Fill in <u>actual costs</u> & attach to the associated invoice		
Contractor	Billi	ng 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	\$
documentation.	es from the approved budget in your Agreement/Contact. Expenditures r Clackamas County retains the right to inspect all financial records and o cords of shipments and payments and writings of Recipient pertinent to a	ther books, documents	papers,
PAYMENT TERMS:	Submit itemized invoices by the 10th day of the month following the mo	onth services were perf	ormed.
	<del>certify that this report is true and correct to the best of my</del> knowledge and accordance with the budget and other provisions contained in the Agree		eported
Prepared by:			
Authorized Signer:	Date:		-
	HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS	PAYABLE	
13930 Gain St, Oreg	on City, OR 97045   Direct Line: (503) 655-8267   Fax: (503) 655-8676 F		us

Fill in actual costs & attach to the associated invoice         Contracter       Billing Period Invoice #         Addres       Contractor		Personnel Reimbursement Supplement FYXX (xx/xx/xxxx–xx/xx/xxxx)	al Form		
Image: Solution in the approved budget in your Agreement/Contract. Expenditures reported have been supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, documentation. Clackamas County retains the right to inspect all financial records and other books, docum		Fill in <u>actual costs</u> & attach to the associat	ed invoice		
<form><form><form></form></form></form>	Contracto				
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<form><form><form></form></form></form>	Addres				
Phone #	, (44) 00			e en la del la	~~~~
Phone #					
Ena         Days Worked       Name of Personnel       # of Hours Worked       Fundis Requested         Image: Construction of the second	<u> </u>				
Days Worked       Name of Personnel       # of Hours Worked       Hourity Requested         Image: Second S	•				
Days Worked       Name of Personnel       Hours Worked       Hours Rate       Requested	Ema				
Image: Subtral temized invoices by the 10th day of the month following the month services were performed.       \$         Prepared by:	Days Worked	Name of Personnel	Hours		
Image: Second					\$
Image: Subtral 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:					\$
Image: Subtral state       Image: Subtral state       Image: Subtral state       Image: Subtral state         Image: Subtral state       Image: Subtral state       Image: Subtral state       Image: Subtral state         This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate       Image: Subtral state       Image: Subtral state         This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate       Image: Subtral state       Image: Subtral state         This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate       Image: Subtral state       Image: Subtral state         PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.       Image: 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:					\$
Image: Subtral state of the second					\$
Authorized					\$
Image: Subtotal       \$         Image: Subporting 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:					\$
Personnel       \$         Subtotal       \$         This form derives from the approved budget in your Agreement/Contact. 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:					\$
Subtotal         This form derives from the approved budget in your Agreement/Contact. 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:					\$
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:		Subtotal		Personnel	\$
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:	supporting docur	nentation. Clackamas County retains the right to inspect apers, plans, records of shipments and payments and w	all financial r	ecords and othe	er books,
made in accordance with the budget and other provisions contained in the Agreement/Contract.   Prepared by: Authorized Signer: Date:	PAYMENT TERMS: Sub	mit itemized invoices by the 10th day of the month following the	month service	s were performed	
Authorized Date:				kpenditures repor	ted have been
Signer: Date:	Prepared by:				
Signer			Data		
	Signer:		Date		
13930 Gain St, Oregon City, OR 97045   Direct Line: (503) 655-8267   Fax: (503) 655-8676  HACCSHS@clackamas.us		HOUSING AUTHORITY OF CLACKAMAS COUNTY, AG D City, OR 97045   Direct Line: (503) 655-8267   Eax: (50			ackamas us

## EXHIBIT E HMIS FORMS

#### **HMIS DATA FORM**

ENTRY

	(1)	(2)	(3)	(4)	(5)
HMIS ROI Start Date: End Date: Witness:	□Yes □No	□Yes □No 	□Yes □No 	□Yes □No	□Yes □No
OHCS Release Granted? Start Date: End Date:	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
cumentation:					
Signed Statement from Client					
Verbal Consent					
Verification from Other Institution					
Covered by Health Insurance? (ALL CLIER	VTS)				
Yes					
No					
Client doesn't know					
Client refused If 'Yes', Source of Health Insurance					
Medicaid	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
Medicare					
State Children's Health Insurance Program (CHIP)	□Yes □No □DNC			□Yes □No □DNC	□Yes □No □DNC
Veteran's Administration (VA) Medical Services	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
Employer-Provided Health Insurance	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNO
Health Insurance obtained through COBRA	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNO
Private Pay Health Insurance	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNO
State Health Insurance for Adults (OHP)	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNO
Indian Health Service Program	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
Other (Describe)					
Does the client have a disabling con	dition? (Required fo	r all household men	nbers)		
Yes					
No					
Client doesn't know					
Client refused					
Disability Type: (Required for all ho	usehold members)				
Alcobol Abuse (HUD)			□Yes □No □CDK	□Yes □No □CDK	

Alcohol Abuse (HUD)	□Yes □No □CDK				
		□CR	□CR	□CR	
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs ability to live independently?	□Yes □No □CDK □CR				
Notes on Disability:					
iteles on proubinty.					
Drug Abuse (HUD)					□Yes □No □CDK
	□Yes □No □CDK □CR				
Drug Abuse (HUD)					

\*See KEY for acceptable responses.

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HMIS Data Entry Form (V14 04-21-2020)

	(1)	(2)	(3)	(4)	(5)
Both Alcohol and Drug Abuse	□Yes □No □CDK				
(HUD)	□CR	□CR	□CR	□CR	□CR
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs	□Yes □No □CDK				
ability to live independently?	□CR	□CR	□CR	□CR	□CR
Notes on Disability:					

Developmental (HUD)	□Yes □No □CDK				
	□CR		□CR	□CR	□CR
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs	□Yes □No □CDK				
ability to live independently?	□CR	□CR	□CR	□CR	□CR
Notes on Disability:					

HIV/AIDS (HUD)	□Yes □No □CDK				
	□CR		□CR	□CR	□CR
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs	□Yes □No □CDK				
ability to live independently?	□CR	□CR	□CR	□CR	□CR
Notes on Disability:					

Mental Health Problem (HUD)	□Yes □No □CDK □CR				
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs	□Yes □No □CDK				
ability to live independently?	□CR	□CR	□CR	□CR	□CR
Notes on Disability:					

Physical (HUD)	□Yes □No □CDK				
	□CR	□CR	□CR	□CR	□CR
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs ability to live independently?	□Yes □No □CDK				
	□CR	□CR	□CR	□CR	□CR
Notes on Disability:					

Chronic Health Condition (HUD)	□Yes □No □CDK				
	□CR	□CR	□ CR	□CR	□CR
Expected to be of long duration?	□Yes □No				
If, Yes expected to substantially impairs	□Yes □No □CDK				
ability to live independently?	□CR				□CR
Notes on Disability:					

\*See KEY for acceptable responses.

	(1)	(2)	(3)	(4)	(5)
Prior living situation to Project Start	Date: (HoH & Adul	ts only)			
Emergency shelter, including hotel or motel paid for with emegency shelter voucher (HUD)					
Place not meant for habitation (HUD)					
Foster care home or foster care group home (HUD)					
Hospital or other residiential non- psychiatric medical facility (HUD)					
Jail, prison or juvenile dention facility (HUD)					
Long-term care facility or nursing home (HUD)					
Psychiatric hospital or other psychiatric facility (HUD)					
Substance abuse treatment facility or detox center (HUD)					
Hotel or motel paid for without emergency shelter voucher (HUD)					
Owned by client, no ongoing housing subsidy (HUD)					
Owned by client, with ongoing housing subsidy (HUD)					
Permanent housing (other than RRH) for formerly homeless persons (HUD)					
Rental by client, no ongoing housing subsidy (HUD)					
Rental by client, with VASH subsidy (HUD)					
Rental by client, with GPD TIP subsidy (HUD)					
Rental by client, with other housing subsidy (including RRH) (HUD)					
Residential project or halfway house with no homeless criteria (HUD)					
Staying or living in a family member's room, apartment or house (HUD)					
Staying or living in a friend's room, apartment or house (HUD)					
Transitional housing for homeless persons (including homeless youth) (HUD)					
Other (Describe)	. <u></u> .	. <u></u>			<u></u>
Client doesn't know					
Client refused					

HMIS Data Entry Form (V14 04-21-2020)

\*See KEY for acceptable responses.

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Ľ	(1)	(2)	(3)	(4)	(5)			
Length of Stay in Previous Place: (HoH & Adults only)								
One night or less								
Two nights to six nights								
1 week or more, but less than 1 month								
1 month or more, but less than 90 days								
90 days or more, but less than 1 year								
One year or longer								
Client doesn't know								

#### LENGTH OF TIME ON STREET OR IN AN EMERGENCY SHELTER (ES)

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, approximate date homelessness started

Date:	//	//	//	//	//			
f client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence - regardless of where they stayed last night - number of times the client has been in ES or place not meant for habitation in the past three years: <i>(HoH &amp; Adults only)</i>								
Never in 3 years								
One time								
Two times								
Four or more times								
Client doesn't know								
Client refused								

# If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, total number of months homeless in ES or place not meant for habitation in the past three years (HoH & Adults only)

1 month (this time is the first month)			
2-12 months (please specify #)	 	 	
More than 12 months			
Client doesn't know			
Client refused			

#### Education Level - Last Grade Completed (All Adults and Heads of Household) :

Less than Grade 5			
Grade 5 - 6			
Grade 7 - 8			
Grade 9 - 11			
Grade 12/High School Diploma			
GED			
Some College			
Associate's Degree			
Bachelor's Degree			
Graduate Degree			
Vocational Certification			
Client doesn't know			
Client refused			

\*See KEY for acceptable responses.

HMIS Data Entry Form (V14 04-21-2020)

_									
L	(1)	(2)	(3)	(4)	(5)				
omestic Violence Victim/Survivor									
Yes									
No									
Client doesn't know									
Client refused									
If yes, domestic violence victim/survi	vor, when experien	ice occurred:							
Within the past 3 months									
3 to 6 months ago									
6 months to 1 year ago									
One year ago or more									
Client doesn't know									
Client refused									
If yes for domestic violence, are you	currently fleeing?								
Yes									
No									
Client doesn't know									
Client refused									
Income from any source?: (HoH &	Adults only)								
Yes									
No									
Client doesn't know									
Client refused									

#### Source of Income: (HoH & Adults only)

Alimony or Other Spousal Support	□Yes □No				
(HUD)	\$	\$	\$	\$	\$
Child Support (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
Earned Income (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
General Assistance (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
Other (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
Pension or retirement income from	□Yes □No				
another job (HUD)	\$	\$	\$	\$	\$
Private Disability Insurance (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
Self-Employment Wages	□Yes □No				
	\$	\$	\$	\$	\$
Retirement Income from Social Security	□Yes □No				
(HUD)	\$	\$	\$	\$	\$
SSDI (HUD)	□Yes □No				
	\$	\$	\$	\$	\$
SSI (HUD)	□Yes □No				
	\$	\$	\$	\$	\$

\*See KEY for acceptable responses.

HMIS Data Entry Form (V14 04-21-2020)

-									
	(1)	(2)	(3)	(4)	(5)				
TANF Temporary Assistance for Needy Families (HUD)	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$				
Unemployment Insurance (HUD)	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$				
VA Non-Service Connected Disability Pension (HUD)	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$				
VA Service Connected Disability Compensation (HUD)	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$				
Worker's Compensation (HUD)	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$	□Yes □No \$				
TOTAL MONTHLY INCOME	\$	\$	\$	\$	\$				
Non-cash benefit from any source?:	(HoH & Adults only	)							
Yes									
No									
Client doesn't know									
Client refused									
Source of Non-Cash Benefit: (HoH & Adults only)									
Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No				
	a constant and constant		□Yes □No	□Yes □No	□Yes □No				
WIC (HUD)	□Yes □No	□Yes □No							
WIC (HUD) TANF Child Care Services (HUD)	□Yes □No □Yes □No	□Yes □No □Yes □No		□Yes □No	□Yes □No				
Care Control C	□Yes □No								

□Yes □No

□Yes □No

Interviewer

Other TANF-Funded Services (HUD)

Other Source (HUD)

□Yes □No

□Yes □No

Interview Date

□Yes □No

□Yes □No

□Yes □No

□Yes □No

Case Manager

Date Data Entry Completed

Page 7

HMIS Data Entry Form (V14 04-21-2020)

□Yes □No

□Yes □No

HMIS	DATA	FORM

**INTERIM REVIEW** 

PROGRAM:			INT	ERIM REVIEW DATE:	
	FOR	MS ARE DUE TO HM	IS PROGRAM AIDE W	ITHIN 2 DAYS OF INT	FERIM REVIEW DATE
	(1)	(2)	(3)	(4)	(5)
CLIENT SEARCH	Head of HH	Other HH Member	Other HH Member	Other HH Member	Other HH Member
HMIS Client ID #:					
NAME(s):					
INTERIM REVIEW TYPE:	🗆 90-Day Review	🛙 90-Day Review	90-Day Review	🗆 90-Day Review	🛙 90-Day Review
	□ 6-Month Review	G-Month Review	G-Month Review	G-Month Review	🗖 6-Month Review
	🗆 Annual	🗆 Annual	🗆 Annual	🗆 Annual	🗆 Annual
	Assessment	Assessment	Assessment	Assessment	Assessment
	🗆 Update	🗆 Update	🗆 Update	🗖 Update	🗖 Update
ROI (Release of Information) TAB	25	90 10	27	1	
Release Granted?		HMIS ROI STILL VA			
OHCS Release Granted?	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Start Date:					
End Date:					
Documentation:					
Signed Statement from Client					
Verbal Consent Verification from Other Institution					
vernication from Other Institution					
Covered by Health Insurance?		<b>NO CHANGES IN H</b>	EALTH INSURANCE	FOR ENTIRE FAMI	LY
Medicaid	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Medicare	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
State Children's Health Ins. (CHIP)	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Veteran's Administration (VA) Medical Services	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Employer-Provided Insurance.	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Health Insurance through COBRA	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Private Pay Health Insurance	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
State Health Ins. for Adults (OHP)	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Indian Health Service Program	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Other (Describe)					
Disability Type:		<b>NO CHANGES IN D</b>	ISABILITY FOR ENT	IRE FAMILY	
Alcohol Abuse (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Drug Abuse (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Both Alcohol and Drug Abuse	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Developmental (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
HIV/AIDS (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Mental Health Problem (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Physical (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No
Chronic Health Condition (HUD)	□Yes □No	□Yes □No	□Yes □No	□Yes □No	□Yes □No

HMIS Data Form Annual Assessment (v8\_4-21-2020)

#### **INTERIM REVIEW**

#### **HMIS DATA FORM**

	(1)	(2)	(3)	(4)	(5)
Source of Income:		NO CHANGES WIT	H INCOME STATUS	AND AMOUNTS	
Alimony or Other Spousal Support (HUD)	□Yes □No □DN \$	C Yes No DNC	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Child Support (HUD)	⊡Yes ⊡No ⊡DN \$		□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Earned Income (HUD)	Yes □No □DN \$	•	Yes No DNC	Yes □No □DNC	Yes □No □DNC \$
General Assistance (HUD)	Yes □No □DN	T	Yes No DNC	Yes No DNC	Yes □No □DNC
Other (HUD)	y □Yes □No □DN \$	·	Yes □No □DNC	y □Yes □No □DNC s	y □Yes □No □DNO \$
Pension or retirement income from another job (HUD)	Ψ	¥	Yes No DNC	Yes No DNC	y □Yes □No □DNO \$
Private Disability Insurance (HUD)	Yes □No □DN	*	Yes No DNC	Yes □No □DNC	y □Yes □No □DNO \$
Retirement Income from Social Security (HUD)	•	•	Yes No DNC	Yes □No □DNC	Yes □No □DNO \$
Self Employment Wages	y ⊡Yes ⊡No ⊡DN \$	*	y □Yes □No □DNC \$	y □Yes □No □DNC \$	y □Yes □No □DNO \$
SSDI (HUD)	→ □Yes □No □DN \$	·	→ □Yes □No □DNC Ś	→ □Yes □No □DNC Ś	→ □Yes □No □DNo \$
SSI (HUD)	Yes No DN	· · · · · · · · · · · · · · · · · · ·	Yes No DNC	Yes No DNC	Yes □No □DNo \$
TANF Temporary Assistance for Needy Families (HUD)	□Yes □No □DN	T	Yes No DNC	y □Yes □No □DNC \$	y □Yes □No □DN \$
Unemployment Insurance (HUD)		•	Yes No DNC	Yes No DNC	Yes □No □DNo \$
VA Non-Service Connected Disability Pension (HUD)	□Yes □No □DN \$		□Yes □No □DNC \$	□Yes □No □DNC \$	Yes □No □DN
VA Service Connected Disability	□Yes □No □DN	C Yes No DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
Compensation (HUD)	\$ □Yes □No □DN	\$C \Box Ves \Box No \Box DNC	\$ I Yes I No I DNC	\$ □Yes □No □DNC	\$ □Yes □No □DN6
Worker's Compensation (HUD)	\$	\$	\$	\$	\$
TOTAL MONTHLY INCOME	\$	\$	\$	\$	\$
Non-cash benefit		NO CHANGES WIT	H NON-CASH BENE	FITS	
Supplemental Nutrition Assistance					
Program (Food Stamps) (HUD)	□Yes □No □DN		□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN(
WIC (HUD)	□Yes □No □DN		□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN(
TANF Child Care Services (HUD)	□Yes □No □DN		□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
TANF Transportation Services Other TANF-Funded Services	□Yes □No □DN	C Yes No DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
(HUD)	□Yes □No □DN	C Yes No DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
Other Source (HUD)	□Yes □No □DN	C 🛛 Yes 🗆 No 🗆 DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DN
DV Victim/Survivor		NO CHANGES WIT	H DV STATUS		
Within the past 3 months					
	-	_	-		
3 to 6 months ago					

Case Manager

#### Interview Date

Date Data Entry Completed

Initials

2

HMIS Data Form Annual Assessment (v8\_4-21-2020)

		<u>HMIS DATA F</u>			
ROGRAM				PROJECT EXIT DATE:	
	F	ORMS ARE DUE TO H	IMIS PROGRAM AID	WITHIN 2 DAYS OF	PROJECT EXIT DATE
	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
HMIS Client ID #:					
NAME(s):					
			USEHOLD MEME	BERS IN EXIT	
Reason for Leaving:					
Completed Program					
Criminal activity / violence					
Death					
Disagreement with rules/persons					
Left for housing opp. Before completing program					
Needs could not be met					
Non-compliance with program					
Non-payment of rent					
Other					
Reached maximum time allowed					
Destination: (All Clients) Deceased (HUD)					
Emergency shelter, including hotel	-				-
or motel paid for with emergency					
shelter voucher (HUD)					•
shelter voucher (HUD) Foster care home or foster care					
shelter voucher (HUD) Foster care home or foster care group home (HUD)					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD)					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD)					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD) Permanent housing (other than RRH) for formerly homeless					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD) Permanent housing (other than RRH) for formerly homeless Place not meant for habitation					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD) Permanent housing (other than RRH) for formerly homeless Place not meant for habitation Psychiatric hospital or other psychiatric facility (HUD)					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD) Permanent housing (other than RRH) for formerly homeless Place not meant for habitation Psychiatric hospital or other					
shelter voucher (HUD) Foster care home or foster care group home (HUD) Hospital (non-psychiatric) (HUD) Hotel or motel paid for without emergency shelter voucher (HUD) Jail, prison or juvenile dention Long-term care facility/nursing home Owned by client, no ongoing housing subsidy (HUD) Owned by client, with ongoing housing subsidy (HUD) Permanent housing (other than RRH) for formerly homeless Place not meant for habitation Psychiatric hospital or other psychiatric facility (HUD) Rental by client, no ongoing housing					

Notes: CDK=Client Doesn't Know CR=Client Refused DNC=Data Not Collected

HMIS Data Form EXIT (V10 4-21-2020)

#### HMIS DATA FORM (1) (3) (4) (5) (2) Rental by client, with other housing subsidy (including RRH) (HUD) Rental by client, with RRH or equivalent subsidy (HUD) Residential project or halfway house with no homeless criteria Staying or living with family, permanent tenure (HUD) Staying or living with family, temporary tenure, e.g., room, aprtment or house) (HUD) Staying or living with friends, permanent tenure (HUD) Staying or living with friends, temporary tenure, e.g., room, apartment or house) (HUD) Substance abuse treatment facility or detox center (HUD) Transitional housing for homeless persons (including homeless youth) Other (HUD) No exit interview completed (HUD) Client Doesn't Know (HUD) Client refused (HUD) If Other, Specify:

Covered by Health Insurance? (ALL CLIENTS)										
Yes										
No										
Client doesn't know										
Client refused										

#### If 'Yes', Source of Health Insurance

Medicaid	□Yes □	□No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Medicare	□Yes □	No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
State Children's Health Ins. (CHIP)	□Yes □	⊐No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Veteran's Administration (VA) Medical Services	□Yes □	∃No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Employer-Provided Health Insuran.	□Yes □	⊐No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Health Insurance through COBRA	□Yes □	No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Private Pay Health Insurance	□Yes □	No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
State Health Ins. for Adults (OHP)	□Yes □	⊐No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Indian Health Service Program	□Yes □	⊐No □DNC	□Yes	□No □DNC	□Yes	□No	DNC	□Yes	□No	DNC	□Yes	□No	DNC
Other (Describe)													

Notes: CDK=Client Doesn't Know CR=Client Refused DNC=Data Not Collected

Page 2

HMIS Data Form EXIT (V10 4-21-2020)

EXIT

	(1)	(2)	(3)	(4)	(5)
Does the Client have a Disabling Con	dition? (Required for	all household member	s)		
		NO CHANGES IN D	ISABLING FOR EN	FIRE FAMILY	
Yes					
No					
Client doesn't know					
Client refused					
Disability Type: (Required for all hou	use he ld members)				
Alcohol Abuse (HUD)		□Yes □No	□Yes □No	□Yes □No	□Yes □No
Drug Abuse (HUD)					
Both Alcohol and Drug Abuse					
Developmental (HUD)					
HIV/AIDS (HUD)					
Mental Health Problem (HUD)					
2 /2/ 					
Physical (HUD) Chronic Health Condition (HUD)					
chronic realth condition (HOD)					
Income from any source?: (Ho	H & Adults only)				
Yes					
No					
Client doesn't know					
Client refused					
Source of Income: (HoH & Adu	ults only)				
Alimony or Other Spousal Support		□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
(HUD)		\$	\$	\$	\$
Child Support (HUD)	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC
Earned Income (HUD)	\$ □Yes □No □DNC	\$ □Yes □No □DNC	\$ I Yes I No I DNC	\$ □Yes □No □DNC	\$ □Yes □No □DNC
General Assistance (HUD)	\$ □Yes □No □DNC	\$ □Yes □No □DNC	\$ I Yes I No I DNC	\$ □Yes □No □DNC	\$ □Yes □No □DNC
	\$	\$	\$	\$	\$
Other (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Pension or retirement income from another job (HUD)	\$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Private Disability Insurance (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Retirement Income from Social Security (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Self Employment Wages	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
SSDI (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
SSI (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
TANF Temporary Assistance for Needy Families (HUD)	\$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Unemployment Insurance (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
VA Non-Service Connected Disability Pension (HUD)	\$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
VA Service Connected Disability Compensation (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
Worker's Compensation (HUD)	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$	□Yes □No □DNC \$
TOTAL MONTHLY INCOME	\$	\$	\$	\$	\$

HMIS DATA FORM									
	(1)	(2)	(2) (3)		(5)				
Non-cash benefit from any source?: (HoH & Adults only)									
Yes									
No									
Client doesn't know									
Client refused									
Source of Non-Cash Benefit: (HoH & Supplemental Nutrition Assistance Program (Food Stamps) (HUD)		□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC	□Yes □No □DNC				
WIC (HUD)	□Yes □No □DNC								
TANF Child Care Services (HUD)	□Yes □No □DNC								
TANF Transportation Services	□Yes □No □DNC								
Other TANF-Funded Services (HUD)	□Yes □No □DNC								
Other Source (HUD)	□Yes □No □DNC								

Case Manager

Interview Date

Date Data Entry Completed

Initials

EXIT

Notes: CDK=Client Doesn't Know CR=Client Refused DNC=Data Not Collected

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HMIS Data Form EXIT (V10 4-21-2020)

#### **HMIS DATA FORM**

#### SERVICE TRANSACTIONS TAB

	ALL HH MEMBERS	EHA	<b>LIRHF</b> \$ Amt Required	HUD	OTHER:
Service List (Check all that Apply)					
AIDS/HIV CONTROL					
CASE/CARE MANAGEMENT					
CHILD CARE PROVIDERS			4	-	-
COVID-19					
EDUCATION					
EMPLOYMENT					
FOOD					
HEALTH CARE					
HOUSING COUNSELING (landlord/tenant counseling)					
HOUSING/SHELTER					
LANDLORD/TENANT ASSISTANCE					
LEGAL SERVICES					
LIFE SKILLS EDUCATION					
MATERIAL GOODS					
MENTAL HEALTH & SUBSTANCE ABUSE					
MOVING EXPENSE ASSISTANCE					
OUTREACH PROGRAMS					
RENT PAYMENT ASSISTANCE					
RENTAL DEPOSIT ASSISTANCE					
SUBSTANCE ABUSE					
TRANSPORTATION					
UTILITY ASSISTANCE					
UTILITY DEPOSIT ASSISTANCE/UTILITY ASSISTANCE					

HMIS Data Form EXIT (V10 4-21-2020)

### EXHIBIT F EXPERIENCING OR AT IMMINET RISK OF LONG-TERM HOMELESSNESS

Health, Housing & Human Services CLACKAMAS COUNTY Please note, this will be entered into HMIS										
Experiencing or at Imminent Risk of Long-Term Homelessness										
Na	Name of Head of Household: Date of screening:									
	1. □ Household is earning between 0-30% Area Median Income (AMI); AND									
	2021 Inc Limi		1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
	30% A	MI	\$20,300	\$23,200	\$26,100	\$29,000	\$31,350	\$35,580	\$40,120	\$44,660
<ol> <li>Head of household has a disabling condition. This can include a physical, psychological or cognitive disability, a chronic illness, or an addiction;</li> <li>This can be self-certified. The disability does not need to be diagnosed or documented by a third party; AND</li> </ol>										
<ol> <li>Head of household is currently (client only needs to meet one of the following criteria):</li> </ol>										
	<ul> <li>a. □ Literally homeless (staying in a tent, car, emergency shelter, transitional housing or hotel); <u>OR</u></li> </ul>									
	b.	b. □ In an institution or publicly funded system of care (e.g. hospital, jail, prison, or foster care); <u>OR</u>								
	c.	□ In housing <u>and</u> will become literally homeless within 14 days of the date of application for homeless assistance and/or has received an eviction (this includes households that are involuntarily doubled-up); <u>OR</u>								
	d.	d.								
	Question 3 and 4 can be self-certified or certified by a supportive services provider. No additional documentation is required; <b>AND</b>						ider. No			
	4. Head of household meets one or more of the following criteria:									
	a. □ Has been literally homeless, institutionalized in a publicly funded system of care, and/or involuntarily doubled-up for a combined total of 12 or more months over the past 3 years; <u>OR</u>									
	b. □ Was housed through another Homeless Assistance Housing Program in the last 3 years and is not currently being served in that program; <u>OR</u>						m in the			
	C.			erved in an Treatment)	intensive	case ma	nagemen	t program	(e.g. Ass	ertive

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#### Clackamas County Experiencing or at Imminent Risk of Long-Term Homelessness Page 2 of 2

Priority Population A

The head of household meets <u>all four of the above criteria</u>. The head of household is experiencing or at imminent risk of long-term homelessness.

Priority Population B

The head of household <u>did not meet all four of the above criteria</u>. The head of household is applying for homeless services and at substantial risk of homelessness and/or is experiencing any form of homelessness.

Completing this screening does not necessarily mean eligibility for a specific program or service.

#### **Certification Box**

I certify ( <i>name of head of household</i> ) priority Population		_is in
Staff Name:	Work Phone:	c
Staff Signature:	Date:	
Staff Agency:		
Email:		

Note on Area Median Income (AMI): The Department of Housing and Urban Development (HUD) sets AMI limits every year. This form needs to be updated on an annual basis to reflect these changes (usually the new income limits come out in April). HUD develops AMI based on Median Family Income estimates and Fair Market Rent Area Definitions for each metropolitan area. Clackamas County is part of the Portland-Vancouver-Hillsboro, OR-WA MSA metropolitan area. This includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington & Yamhill Counties.

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## EXHIBIT G: FLEX FUNDING POLICY

Flexible Funding in the SHS program may be used to pay for supportive services or items that address special 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 items that are generally pre-approved, and can be purchased without explicit prior approval.

Any expenditure not explicitly or implicitly included in the list below requires approved with a written request to <u>HousingServices@clackamas.us</u>. Any dollar amount over what is listed below also requires approval in the same way. This includes mental/physical health, substance abuse treatment services, and legal services costs. (with the exception of SSI/SSDI benefits recovery attorney services, which are included in the list below). For particularly time-sensitive requests for approval sent outside of normal county business hours, a text can be sent to Vahid Brown at 971.334.9870 to alert that a request has been sent to Housing Services email for review.

\*Note: As monthly rent and rental deposits are covered by the RLRA program, they are not included in the list below. However, any rental deposit request for more than 2.5 times monthly rent, must be approved by the SHS team prior to submission to the RLRA team.

### **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
- 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 <u>https://www.clackamas.us/socialservices/energy.html</u>
  - Consult with SHS team if payment is needed sooner
- Traffic fines and fees up to \$1000
  - must be tied to removing screening barrier to rental housing or to prevent loss of housing

### **Housing Related Costs**

- Rental Application fees-up to \$150/screened individual
- Holding deposits-up to \$400/household
- Utility deposits-up to *\$500/household*
- Rental/Security deposits work with RLRA team to problem solve cases where landlord will not accept a promissory note. If landlord will not accept alternative payment methods offered by RLRA, contact SHS team for approval of payment out of flex funds.
- Pet deposits- for up to 2 pets-up to \$800
- Utility payments—*up to \$500* annually
  - There is a utility allowance built into in the Housing Authority of Clackamas County 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

- Any utilities paid outside of heat, power, water, sewer, garbage and internet must be approved by SHS team
- Unpaid tenant portion of rent: *up to \$500* 
  - Must be a one-time or short-term prevention strategy while developing budgeting plan of action with household
- 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 \$200/household
  - All other furniture costs must be approved by SHS team
- Mattress (when unavailable at Community Warehouse) up to \$400
  - Approval for mattresses at a higher cost will require a medical need, and must be made directly to the SHS team
- Mediation between landlords and program participants-up to \$300
- 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 \$150 per night or less
    - Must seek re-authorization at least monthly with SHS 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, <u>https://www.oregon.gov/puc/pages/oregon-lifeline.aspx;</u> Oregon Health Plan members can also receive a free phone via their care coordinator (with CareOregon or HealthShare). Info at: <u>https://www.healthplansinoregon.com/free-cellphones-for-members-of-oregon-health-plan/</u>
- 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
  - $\circ~$  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, Up and Over, LLC 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 <u>not</u> 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 <u>not</u> 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- Request approval
  - 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* until a participant can be reunited with their possessions

### EXHIBIT H: ON CALL/EMERGENCY SERVICES

In the event of an emergency, HACC may request, and Contractor may agree to perform, Emergency Work in addition to the Work described in the Contract. In past emergencies, such as ice storms, fire and smoke, Emergency Work consisted primarily of outreach and engagement, navigation/placement, and emergency housing/safety-off-the-streets staffing and services. Coordination is key during emergencies, and staff will need to participate in emergency-related coordination meetings.

Since the precise scope, extent, and duration of Emergency Work needed in an emergency are not predictable ahead of any exigent circumstances requiring these services, upon mutual agreement to activate this clause Contractor will prepare a proposed budget for the Emergency Work. HACC must review and approve the budget prior to Contractor performing the Emergency Work. Compensation for Emergency Work shall not exceed twenty thousand dollars (\$20,000.00).

Emergency Work is on an "on-call" or "as-needed basis."

When HACC wishes Contractor to perform the Emergency Work, HACC will submit an official County Task Order form (found at: https://www.clackamas.us/finance/terms.html) detailing the scope of the Emergency Work, the proposed budget, and the total compensation agreed to between the parties. Contractor may not perform Emergency Work until the County Task Order form has been executed by the parties. All Emergency Work is and shall remain subject to all terms and conditions of the Contract. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of the Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

In requesting Contractor to perform Emergency Work, HACC may require Contractor to agree to additional terms and conditions as may be required by federal funding sources including, but not limited to, the Federal Emergency Management Agency. These additional terms and conditions may include those required under 2 CFR Pt. 200, App. II. HACC will include any additional terms and conditions as part of any Task Order.

Unless otherwise specified in a Task Order, Contractor will be required to participate in the HMIS or, for domestic violence service providers, an HMIS comparable database, as part of performing the Emergency Work. Such participation includes the following:

- a. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
- b. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
- c. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date.
- d. Correct data quality, missing information, and null data errors as specified by SHS Data team within 15 days of request
- e. Collect, at minimum, universal data elements which include demographic information on all clients at entry
- f. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
- g. Ensure only authorized Contractor staff, trained by County, shall access the HMIS software
- h. Maintain sign-in sheets and consent to participate forms for all program participants

Emergency Work may include the following personals services:

### 1. Outreach and Engagement:

Outreach to people experiencing homelessness who have been impacted by an emergency, with a 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).

Services may include but are not limited to:

- connecting people with resources to meet their basic needs
- completing Coordinated Housing Access (CHA) assessments
- connections to supportive services
- outreach to adults with severe and persistent mental illness
- culturally specific outreach services
- If possible, Multi-disciplinary outreach teams, including mental and physical healthcare professionals

Staff to participant ratio is expected to be approximately 1:50

### 2. Navigation/Placement

Establishing a housing navigation and placement program, if needed, in the event of an emergency. This program type assists households in moving from an unhoused, or otherwise deemed unsuitable living situation into permanent rental housing within the Metro jurisdictional boundaries. Housing navigators will provide a warm hand-off to the supportive housing case manager assigned to each household.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing <u>rental housing</u>. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

The expected navigator to participant ratio is 1:10. Housing navigation would likely include the following:

- Check-ins at least weekly with all participating households.
- Assessment of <u>housing</u> barriers, needs and preferences.
- Support and flexible funds to address immediate <u>housing</u> barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement would likely include the following:

• Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

# 3. Emergency housing/safety-off-the-streets staffing and services (EH/SOS)

Time-limited and emergency housing designed to provide households experiencing homelessness during an emergency with interim stability and support. Emergency housing/safety-off-the-streets may include:

- Congregate
- non-congregate
- facility-based
- alternative shelter models

Services should align with the Housing First model (see Addendum – Definitions) and the Equal Access Rule. Providers must have a plan to ensure all participants, where appropriate, receive diversion services before accessing immediate housing and a CHA screening within 3 days of entering an EH/SOS program.

Services procured in this portion of the contract will be matched with sites, as they are identified, depending on the nature and location of the emergency. Staffing hours for EH/SOS will also depend on the nature and level of need associated with the emergency. HACC may request up to 24/7 coverage.

Additional services may be needed, depending on the nature of the emergency. Some or all of the following components may be included:

- Recruit, train, schedule and retain volunteers
- Perform Criminal Background checks for all staff and volunteers who will be performing direct services under this contract. Specific screening criteria must be in place, and policies must disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project
- Coordinate communication with staff, volunteers, host sites, 211, and other agencies and individuals involved
- Coordinate the facilitation of EH/SOS programs by assuring they are set up, staffed up, and stocked with necessary basic provisions (i.e. mats, blankets, hot beverages, etc.)
- Facilitate Day Center activities
- Provide fire watch and safety checks, when required
- Provide water/coffee/tea and sleeping mats or cots to every guest

Overnight EH/SOS sites typically open by 6 PM and stay open through at least 8 AM. Day shelters, specifically used for relief from the heat, are typically open by 1pm and stay open through at least 8pm. Where shelters are needed 24/7, day shelters should be open by the time the overnight shelter closes, and remain open until at least 6pm.

Staffing will include a minimum of two staff or volunteers during all hours of operation. If more than 40 guests are on site, one additional volunteer or staff is required in order to ensure safety for all guests, staff and volunteers. Staff and volunteers will document shift times to show the minimum requirement was met on Sign-in Sheets.

If such services are required, Contractor may not require guests to be clean and sober or pass urinalysis or breath testing prior to service access and provision. However, sites may have rules disallowing alcohol or drug possession or use on premises. Contractor may have rules to ensure a safe environment, and those rules must follow a harm-reduction model. These rules must be in plain language, as streamlined as possible, minimally interfere with participant's daily activities, and align with Fair Housing law.

Contractor will be required to have a written policy that addresses under what circumstances and for what conduct people may be excluded from services and for what period of time.

# **EXHIBIT I: PARTICIPANT AGREEMENT**

# NW Social Service Connections / Clackamas County **PARTICIPATION AGREEMENT**

This Agreement is entered into on 11/07/2022 (to be completed on final signature to this document) between NW Social Service Connections CMIS/HMIS: Clackamas County and Up and Over, LLC (Organization Name).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder<sup>1</sup> implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the current owner and operator of the NWSSC

CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS.

The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership

with key stakeholder<sup>1</sup> organizations with PHB Intergovernmental Agreements. The NWSSC System

Administrators are ServicePoint-dedicated program staff from PHB, additionally each of the key

stakeholder<sup>1</sup> organizations may have identified staff functioning as local ServicePoint System

Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC: Clackamas County and Up and Over, LLC (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

1. Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.

<sup>&</sup>lt;sup>1</sup>Clackamas County is a key stakeholder via Intergovernmental Agreement with the City of Portland Housing Bureau. Rev 08/2020

- 2. <u>Technical Support:</u> Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.
- 3. <u>Computers:</u> Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.

• <u>https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</u> PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.

- 4. <u>Training:</u> The Organization is responsible for training related to basic computer skills as well as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.
- 5. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all hard copy Release of Information forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. <u>Confidentiality of Information:</u> Each Participant understands that participation in the NWSSC CMIS/HMIS system may make confidential information in the Client Profile available to other Participants with the hard copy ROI signed by the client. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning, and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

- 7. <u>Transferability</u>: No right, privilege, license, duty, or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation, or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.
- 8. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, PHB, and the key stakeholders.
- 9. <u>Limitation of Liability and Indemnification</u>: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney's fees which may arise from that party's negligent or intentional acts or omissions under this agreement.

10. <u>Limitation of Liability</u>: PHB and Key Stakeholders<sup>1</sup> shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders<sup>1</sup>, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

- 11. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.
- 12. <u>Term and Termination</u>: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superseded by any additional or alternative agreements presented by PHB and Key Stakeholders<sup>1</sup>.
- 13. <u>Amendments and Waivers</u>: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders<sup>1</sup>. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.
- 14. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing.
- 15. <u>Scope of Agreement:</u> This agreement, together with the HMIS Policy and Procedure and its addendums is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 16. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.
- 17. <u>Display of Notice:</u> Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.
- 18. <u>Data Quality and Training Plan</u>: Participant agrees to fully participate in the Clackamas County CoC's Data Quality and Training Plan which will be updated annually by the System Administrator.
- 19. <u>Submission of Reports</u>: Participant agrees to submit specific HMIS reports on a regular basis as detailed in their individual contracts with Clackamas County.

### ASSURANCE

Up and Over (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC/HMIS clients.
- Executed hard copy Client Release of Information forms.
- Executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC/Clackamas Policy and Procedures.

AM

Signature of Organization Director

Javonnie Shearn

Printed Name

11/07/2022

Date (mm/dd/YYYY)

### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

Clackamas County Health, Housing and Human Services Public Services Bldg. 2051 Kaen Rd. Oregon City, OR 97045

### PARTICIPANT

Up and Over, LLC

13726 SE 97th Ave

Clackamas, OR 97015

V AMI

Signature

Signature

**Rodney A. Cook** 

Printed Name

Director Title

Date (mm/dd/YYYY)

Javonnie Shearn

Printed Name

Founder/Owner

Title

11/07/2022

Date (mm/dd/YYYY)

### **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 responsivity 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: <u>https://endhomelessness.org/resource/housing-first/</u> 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.

### ASSIGNMENT ADDENDUM TO THE CONTRACT DOCUMENTS WITH UP AND OVER, LLC

This Assignment Addendum is entered into between **Up and Over, LLC** ("Contractor"), the Housing Authority of Clackamas County ("HACC") and Clackamas County ("County"). This Assignment Addendum is attached to, and incorporated into, the contract between Contractor and HACC executed contemporaneously herewith ("Contract"). As used below, "Contract" means this Assignment Addendum and the Contract.

The County is creating a new Housing Division within the County's Department of Health, Housing, and Human Services. On or after July 1, 2022, contracts for the provision of supportive housing services, including this Contract, will be assigned by HACC, to the County.

On or after July 1, 2022, or at such other time as either HACC or County may determine (the "Effective Date"), all of HACC's rights, title, interest, responsibilities, and other obligations will be assigned from HACC to County. By execution of this Assignment Addendum, County hereby accepts such assignment and assumes and agrees to be bound by the terms of the Contract as of the date of the Effective Date.

Housing Authority of Clackamas Count	ty Clackamas County
Authorized Signature Date	Authorized Signature Date
Printed Name	Printed Name
Up and Over, LLC	
Jur Forme 11/07/2022	
Authorized Signature Date	

Javonnie Shearn Printed Name

# COVER SHEET

New Agreement/Contract					
Amendment/Change/Extension to					
□ Other					
Originating County Department:					
Other party to contract/agreement:					
Document Title:					
After filing please return to:					
County Admin					
If applicable, complete the following:					

Board Agenda Date/Item Number: \_\_\_\_\_