

November 14, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with Community Vision Inc. to provide case management for individuals eligible for intellectual and developmental disabilities services. Total Contract Value is \$400,576 for 2 years. Funding is through Supportive Housing Services Funding. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues, November 5, 2024.		
Performance Clackamas	This contract ensures safe, healthy, and secure communities by improving the integration of housing and disability services.		
Counsel Review	Yes: Andrew Naylor	Procurement Review	No
Contact Person	Adam Brown	Contact Phone	971-421-0133

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a contract with Community Vision Inc. (CVI) to provide housing navigation, case management, and flexible services for people eligible for Intellectual and Developmental Disabilities Services (I/DD) in Clackamas County.

This contract will provide the connection to help ensure access to housing services for people with I/DD in Clackamas County. The funding will be for at least one contracted staff member providing housing navigation, case management, benefits acquisition/coordination, and services for up to 40 people with I/DD in Clackamas County in year one and up to 50 people in year two. This contracted position will work closely with the Clackamas County I/DD program and the Health and Housing Integration team of HCDD to better integrate housing and disability services for some of the most vulnerable Clackamas County residents. This is part of HCDD's overall effort to increase coordination across systems and leverage all available resources to reduce housing instability. Individuals living with I/DD are often eligible for benefits offered outside of the housing services system, so Community Vision Inc. will work to ensure that those benefits are fully accessed as part of the array of supports these individuals need to successfully maintain stable housing.

The value of this contract is 400,576.00 for the two-year term, ending in November 2026. This contract is fully funded by Supported Housing Services funding, and no general funds are involved.

RECOMMENDATION: The staff respectfully recommends that the Board of County Commissioners approve this contract with CVI (#11842) and authorize Chair Smith to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
 Director of Health Housing & Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 11842**

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

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 November 30, 2026.
2. **Scope of Work.** Contractor shall provide connections to stable housing and wrap around support (“Work”), further described in **Exhibit A.**
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Four Hundred Thousand Five Hundred Seventy-six dollars (\$400,576.00), for accomplishing the Work required by this Contract, with a yearly amount not to exceed \$200,288.00. Consideration rates are on a reimbursement basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line item amounts provided the maximum Contract amount is not exceeded.”

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Jennifer Knapp Email: jknapp@cvision.org	County Administrator: Acacia McGuire Anderson Email: amcguireanderson@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. MONITORING/ACCESS TO RECORDS.

- a. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
 - b. **Performance Monitoring.** Contractor shall comply with County’s then-current performance monitoring practices for purposes of ensuring Contractor is performing the Work in accordance with the terms and conditions of the Contract. Each party shall bear their own costs and expenses incurred as a result of County’s monitoring of Contractor’s performance under the Contract. County’s performance monitoring practices may include, but are not limited to, the following:
 - i. **Site Reviews.** County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with provider, but County may, in its sole discretion, conduct a site visit without prior notice to Contractor.
 - ii. **Performance evaluations.** County may, in its sole discretion, require additional performance evaluations in addition to those already set forth in this Contract. The additional performance evaluations may be performed through a variety of quality assurance and evaluation processes. i.e. HMIS, benchmarks, etc. Contractor must comply and cooperate with any County performance evaluation requirements to ensure County may fully evaluate Contractor’s performance under this Contract.
 - iii. **Fiscal Compliance.** County may, in its sole discretion, conduct fiscal compliance reviews to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.
 - iv. **File Compliance.** County may request periodic review of client files to ensure all required documentation is completed, services are being provided as contracted and client funds are being used in accordance with the County’s flex fund policy.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
 3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
 4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

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

7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.**

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

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

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

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

tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing and Community Development Division, 2051 Kaen Road, Suite 239, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Housing and Community Development Division, 2051 Kaen Road, Suite 239, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright,

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

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 29, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii)

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

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

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this

Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

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

28. REPORTING REQUIREMENTS. In performance of the Work, Contract 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. County anticipates a new HMIS regional structure and contract will be implemented and upon such implementation and transfer, Contractor shall, if determined by County to be necessary, execute a new HMIS Participation Agreement;
- b. Participate in the HMIS. As used herein, "participation" means:
 - i. Completing all necessary initial HMIS data entry training within one month of Contract execution;
 - ii. Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HCDD
 - iii. Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv. Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v. Correcting data quality, missing information, and null data errors as specified by the Supportive Housing Services (SHS) Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi. Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
 - vii. Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;
 - viii. Ensuring only authorized Contractor staff, trained by HCDD, access the HMIS software.
- c. Work with HCDD to continually improve on performance targets
- d. Conduct a post-program exit follow-up assessments at 6 months post-exit and enter the results of that assessment into HMIS.

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

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the

same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

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

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the

breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

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

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

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

30. RESERVED

31. RESERVED

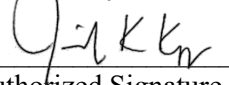
32. RESERVED

33. RESERVED

34. 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.

Community Vision, Inc.

 _____
Authorized Signature Date

Jennifer Knapp, Executive Director
Name / Title (Printed)

47954482
Oregon Business Registry #


Nonprofit corporation, Oregon
Entity Type / State of Formation

Clackamas County

Signature Date

Name: _____

Title: _____

Approved as to Form:
 _____
County Counsel Date

10/17/2024

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

Contractor shall provide a health and housing liaison services program. The health and housing liaison services program is to provide connections to stable housing through housing navigation/placement, rapid rehousing, and diversion such as rent assistance for specific populations of people served in Clackamas County, specifically people who are eligible for Intellectual/Developmental Disability services.

This program will work with the Clackamas County Housing and Community Development, Health and Housing Team (HHT) Team to fill a critical gap in services for households experiencing homelessness or housing insecurity who interact with Clackamas County’s Intellectual/Developmental Disabilities team. While the immediate goal of this program is to help persons and households connect to housing services or permanent housing, this housing liaison services program is designed to be a short-term intervention that primarily works with the Community Based Organization (“CBO”) they are employed by, along with County staff to assist them with resolutions for their participants. Housing liaisons will serve as subject matter experts to these programs/divisions to answer questions, offer information, and assist with navigating housing resources as well as provide direct assistance to referred participants when necessary. The participants supported and served by the liaison will be people and/or households who meet eligibility under Population A and B definitions of the Metro Supportive Housing Service Program Work Plan, attached hereto as **Exhibit C** and incorporated by this reference herein.

Referrals to the health and housing services liaison program will come from County’s Coordinated Housing Access for people that are currently engaged with an advocate addressing a specific health need (i.e. behavioral health, developmental disability, and aging). The liaison will work to connect the client to services for the specific need, as well as assisting the client to navigate the housing system including Continuum of Care (CoC), and non CoC funded opportunities (which will eventually include the Oregon 1115 Demonstration Waiver for Health Related Service Needs/Housing).

Required Trainings

Contractor’s staff providing support/case management should attend trainings appropriate to their program type as required by the program model; i.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

Goals and Benchmarks

Outcome	Goal	Data Source
Data Completeness	95 % participants entered in HMIS within 10 business days of intake	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating entries, program entries, exits, status changes and entering case managers	HMIS
Increase or Maintain Income	At least 80% of households will increase or maintain income through	HMIS

	employment and/or benefit acquisition. This is not verified until exit from the program.	
Ending Homelessness	70% of Housing Liaison referred participants with positive or neutral program exits.	HMIS
System Collaboration	At least 95% of households will be connected to some type of supportive, mainstream, and/or population specific resources.	HMIS
Number Served	At least 85% of the goal to serve 20 people during the first 6 months, 20 people during the second 6 months, 25 during the third 6 month period and 25 during the fourth 6 month period.	HMIS

Benchmarks and Timeline:

1. Post to recruit staff within 30 days of Contract execution.
2. Complete HMIS training for at least one staff member within 30 days of hire.
3. All of Contractor’s program staff to complete Housing First Aid/Diversion training within 180 days of hire.
4. Submit contractor program manual and grievance policy within 180 days of contract execution. Grievance policy must be provided to all clients at intake and as requested.
5. Contractor submits MOUs between Contractor and partner agencies to County within 90 days of contract execution.
6. Contractor staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

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 - third time missing a benchmark/not making progress on goals
 - Monitoring meeting with Health and Housing Team to identify barriers and possible solutions
- Fourth time missing a benchmark/not making progress on goals
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Fifth 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.

HHT will use HMIS and training enrollment data to verify benchmark achievement. Contractor is expected to notify HHT through email within 10 business days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Health and Housing Team Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws

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

Reporting Requirements

Contractor shall:

1. Adhere to all data reporting requirements stated in Article II, Section 28 of the contract.
2. Work with HHT to continually improve on performance targets
3. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
4. Prepare an annual participant feedback report
5. Submit to monitoring for contract compliance

HHT Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Work with Contractor to continually improve on performance targets
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with Contractor

7. Monitor for contract compliance

Contractor shall follow all County policies including, but not limited to, the following:

- CHA Referral Process
- Flexible Funding Use Guidelines (Exhibit D)
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- Progress Notes Policy

Exhibit B

Included is a yearly budget not to exceed \$200,288.

Budget Template		
Line Item Category	Narrative/Description	Funds Requested
	Please provide a detailed description of each line item	
Personnel		
Direct Service	1 FTE Housing Coordinator	\$ 55,000
Supervision	0.2 FTE Housing Access Assistant Director to supervise	\$ 12,400
Benefits	Employee benefits such as Health insurance, 401k match, PTO	\$ 13,480
Personnel Subtotal:		\$ 80,880
Program Operations		
Mileage	Reimbursing mileage at the federal rate	\$ 1,200
Program Operations Subtotal:		\$ 1,200
Client Services		
Flex Funds	Security deposits. Furniture, moving truck rental	\$ 10,000
Flex Funds	Monthly support for tenants	\$ 90,000
Client Services Subtotal:		\$ 100,000
Total		\$ 182,080
Administration		
Indirect Administration		\$ 18,208
Administration Subtotal:		\$ 18,080
Total Funds Requested		\$ 200,288



Please note, this will be entered into HMIS

Experiencing or at Imminent Risk of Long-Term Homelessness

Name of Head of Household: _____ Date of screening: _____

1. Household is earning between 0-30% Area Median Income (AMI); **AND**

2021 Income Limit	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
30% AMI	\$20,300	\$23,200	\$26,100	\$29,000	\$31,350	\$35,580	\$40,120	\$44,660

2. Head of household has a disabling condition. This can include a physical, psychological or cognitive disability, a chronic illness, or an addiction;

*This can be self-certified. The disability does not need to be diagnosed or documented by a third party; **AND***

3. Head of household is currently (client only needs to meet one of the following criteria):

- a. Literally homeless (staying in a tent, car, emergency shelter, transitional housing or hotel); **OR**
- b. In an institution or publicly funded system of care (e.g. hospital, jail, prison, or foster care); **OR**
- c. In housing and 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); **OR**
- d. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, trafficking, or other dangerous or life-threatening conditions that relate to violence and lacks the resources or support networks to obtain other safe, permanent housing.

*Question 3 and 4 can be self-certified or certified by a supportive services provider. No additional documentation is required; **AND***

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; **OR**
- b. Was housed through another Homeless Assistance Housing Program in the last 3 years and is not currently being served in that program; **OR**
- c. Is being served in an intensive case management program (e.g. Assertive Community Treatment)

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Priority Population A <input type="checkbox"/> 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 <input type="checkbox"/> 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>) _____ is in priority Population <input type="checkbox"/> A <input type="checkbox"/> or <input type="checkbox"/> B (Check one).	
Staff Name: _____	Work Phone: _____
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.

Exhibit D
Use of SHS Client Services
Flexible Funding
Revised: 5/2024

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

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

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

All providers must maintain supportive documentation that any use of client services flexible funding falls within these three categories. For expenses that fall outside the spending guidelines listed below, please document the justification for the variance in such expenses as they relate to the three eligible categories above; this should include a tracking sheet in each participant file listing the item or service purchased and the total cost, and should include notes in the client’s case file indicating the reason for the purchase as well as supporting documentation from a medical provider, ledgers of unpaid debts to a housing provider, etc. Any questions on eligible use or supporting documentation can be directed to HousingServices@clackamas.us.

Requests directed to Housing Services must explain how the need is connected to obtaining or maintaining housing as well as reasonable efforts made to explore available community resources to satisfy the need.

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

Rental Screening Barrier Busting

- Identification/documentation replacement-*up to \$200/person*
- Rent Arrears, property debt or property damage (up to \$5,000/household)- if needed to remove screening barrier and access rental housing
 - Be sure to consult COVID-related rental arrears legal guidance to determine if rental arrears accumulated during CY2020 and CY2021 may be used in landlord screening.

Housing Rights and Resources maintains up-to-date info on these and other protections: <https://www.clackamas.us/socialservices/housingassistance.html>

- Utility arrears (*up to \$1000/household*)- if needed to remove screening barrier and access rental housing or to set up utilities in rental housing
 - Before making a payment, consult with Clackamas Energy Assistance Program: contacts at <https://www.clackamas.us/socialservices/energy.html>
 - Housing Related Costs
 - Rental Application fees-*up to \$150/household*
 - Holding deposits-*up to \$400/household*
 - Utility deposits-*up to \$500/household*
 - Rental/Security deposits – work with RLRA team **first** to problem solve based on client specific needs to ensure compliance with the HACC Move Policy and in cases where the landlord will not accept a promissory note on a new move-in. If a participant needs to move due to health and/or safety and no other resources exist, flex funds can be used to pay for the security deposit. Check with HACC voucher program **first** to confirm if deposit assistance is available prior to using flex funds.
 - Traffic fines and fees up to *\$1000*
 - must be tied to removing barriers to housing stability or income development
 - Pet deposits- for up to 2 pets-*up to \$800*
 - Pet supplies for service animals if necessary to maintain housing, ie flea medicine to keep unit clean or Licensing if required for housing
 - Utility payments—*up to \$500*
 - Agencies can use flex funds to support participants to get caught up with their utilities, if they agree to enroll in the Utility Payment Program with Clackamas County Money Management. If they do not agree to enroll, then that would no longer be an option and they would need to pay their past due utilities without program assistance
- Exception to this rule:**
- If it is a one-time issue and otherwise, they are able to manage their utilities moving forward, they would not be required to enroll in the program
 - If they do not qualify to enroll in the program i.e., they do not meet the minimum utility check amount requirement
 - There is a utility allowance built into in the HACC rent calculation document *for heat, water, sewer, garbage and power to the rental unit*. Ensure the participant has an on-going plan to cover utility costs
- Unpaid tenant portion of rent: up to \$500
 - Must be a one-time or short-term prevention strategy
 - Moving costs-*up to \$500 in total/household*
 - May include: truck rental, moving company, and/or moving supplies
 - If hiring a moving company, agency must receive 3 quotes before contracting with lowest price (3-5 comparable mover quotes on file as reference)
 - Community Warehouse (CW) participation costs, including delivery fee-*up to \$500/household*
 - Mattress (when unavailable at Community Warehouse) - *up to \$400*
 - For mattresses at a higher cost, please document need (such as medical need that could not be paid for with health insurance)
 - The purchase of basic household move-in items is allowed, in the event of extended delay times for accessing the Community Warehouse or if the CW has limited on-hand capacity of

supplies or if the participant does not need full access to the CW (only needs a few items that are collectively less expensive than the CW access fee).

- Mediation between landlords and program participants-up to \$300
 - See also free landlord mediation services provided through the County's Resolutions Services: <https://www.clackamas.us/ccrs/eviction-prevention-mediation>
- Temporary short-term housing provision- up to \$150 per night
 - Diversion should be used in all cases to find the most cost efficient, trauma-informed, and suitable option for each participant
 - If Emergency Shelter is the best intervention, attempts must be made first utilize existing Emergency Shelter units or vouchers
 - Hotel/motel costs may be paid out of flex funding if all other options have been exhausted, including diversion, and this is the best option for the individual
 - Costs up to \$150 per night
 - **Must seek re-authorization at least monthly with Housing Services team to continue to pay for this cost**

Other General Uses

- Basic Hygiene/medical needs-up to \$100/person/year
 - Ex. Menstruation products, toilet paper, first aid kit and/or supplies, toiletries etc.
- Survival assistance-up to \$500/household-
 - Includes costs to support program participants' ability to survive the elements while identifying temporary and/or permanent housing options.
 - Ex. Tent, sleeping bag, hand/foot warmers, socks, shoes, warm weather gear, food/water, sunscreen, backpack etc.
- Assistance applying for benefits-up to \$500/applicant
 - Ex. Fees to attorneys or others to assist with completing an SSI/SSDI application
- Cell phone bill-up to \$200/household
 - Before paying with SHS funds, households must apply for reduced cost phone programs. Example: Oregon Lifeline, <https://www.oregon.gov/puc/pages/oregon-lifeline.aspx>; Oregon Health Plan members can also receive a free phone via their care coordinator (with Care Oregon or HealthShare). Info at: <https://www.healthplansinoregon.com/free-cell-phones-for-members-of-oregon-health-plan/>
- Educational/Life Skills services-up to \$800
 - Ex. Consumer/financial education, health education, prevention programs, literacy, ESL/ELL, GED, tutoring, household management, conflict management, use of public transit, nutrition, meal prep, parental education
 - Ex. buying required books, supplies, and/or instructional material associated with education
- Transportation
 - Bus passes (monthly)-\$100/person
 - If qualified, agency must assist individuals in applying for honored citizen or other reduced cost bus passes; apply via <https://trimet.org/fares/honoredcitizen.htm>
 - Check with local partners about TriMet partnerships to offset the cost of bus passes (example, Clackamas Service Center and The Father's Heart)
 - Gas cards (up to \$100 monthly)

- When transportation is at least 70% associated with participants work, healthcare needs, grocery shopping, accessing services, and other essential functions
 - SHS funding can only pay for gas cards on an as-needed bases. This policy should **not** be read to mean that every participant with a vehicle automatically receives \$100 a month
- Car repair or maintenance, not to exceed 10% of Blue Book value of the vehicle-
 - Case Managers should perform their due diligence to ensure vehicles are registered, drivers are insured, and have a valid driver's license
- Car registration and/or insurance, including SR-22 insurance
- Food (*up to \$150/month/household*)
 - Food paid for by SHS should be supplemental to SNAP benefits and accessing food banks and other free or reduced cost food programs
 - SHS funding can only pay for food on an as-needed bases. This policy should **not** be read to mean that every participant/household automatically receives \$150 a month in food assistance
- Employment assistance and job training- in-person or online- up to *\$100/working-age person*
 - Ex. Training in particular software or computer skills, on-the-job instruction, employment assistance programs, reasonable stipends for job training
- Costs or fees associated with participating in necessary healthcare services- up to *\$100*
 - *Contact Clackamas County Behavioral Health for appointments*
 - Ex. mental or physical health costs, program fees, etc.
- Credit Counseling- up to *\$75*
 - Assistance with resolving personal credit issues
- Engagement services- costs to support engagement with program participants-up to *\$150/household*
- Child Care
 - Cost of establishing childcare or providing childcare vouchers
 - Costs for food, as required by a childcare provider
- Storage unit costs- -up to *\$200/household*
 - *Storage unit costs should only be covered for a short time (generally 3 months max) until a participant can be reunited with their possessions*