

November 3, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
Clackamas Women’s Services for Homelessness Prevention, Shelter Diversion,  
and Rapid Re-Housing Services for Victims of Domestic Violence

<b>Purpose/Outcomes</b>	Contractor will provide homelessness prevention, shelter diversion, and rapid re-housing services to people in our community experiencing domestic violence.
<b>Dollar Amount and Fiscal Impact</b>	\$145,169
<b>Funding Source</b>	State of Oregon Housing and Community Services funds. No County General Funds are involved.
<b>Duration</b>	Upon Signature through June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S’s strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7972

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Clackamas Women’s Services (CWS). CWS will provide homelessness prevention, shelter diversion, and rapid re-housing services for victims of domestic violence.

Homelessness prevention as a strategy to prevent people from becoming homeless by providing financial assistance and services. Shelter diversion prevents people who are homeless from entering the homeless system by helping them identify immediate alternate housing arrangements. Rapid re-housing reduces the length of homelessness by providing short-term financial assistance and services to help people who are homeless with access and support to maintain permanent and stable rental housing quickly. This is a project designed to prevent and reduce homelessness in Clackamas County.

This Agency Service Contract is effective upon signature through June 30, 2017. The agreement is for \$145,169. There are no County General Funds involved. This agreement was approved by County Counsel.

**RECOMMENDATION:**

Staff recommends approval of this Agency Service Contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

## AGENCY SERVICE CONTRACT

### Contract # 7972

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and **Clackamas Women's Services**, hereinafter called "AGENCY."

#### I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide Homelessness Prevention, Shelter Diversion and Rapid Re-Housing for survivors of domestic violence as outlined in *Exhibit 1: Scope of Work* attached hereto.

- B. Services required under the terms of this agreement shall commence upon signature of this agreement and shall terminate June 30, 2017.

#### II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as described in *Exhibit 1: Scope of Work* attached hereto.

Total maximum compensation under this contract shall not exceed **\$145,169**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, AGENCY shall submit invoices as follows:

AGENCY shall submit invoices by the 10<sup>th</sup> of the month following the month services were performed. AGENCY may use the invoice template provided in Attachment 1. The invoice shall include the contract # 7972, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Social Services Division  
Attn: Luellen Oakley  
2051 Kaen Road  
Oregon City, Oregon 97045

Or electronically to:

luellenoak@clackamas.us

When submitting electronically, designate AGENCY name and contract # 7972 in the subject of the e-mail.

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

Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the

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performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, Special Requirements, attached hereto and incorporated herein. AGENCY must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY's warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation 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, at law, or in equity, including but not limited to:
  - a. Termination of this contract, in whole or in part;
  - b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
  - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- B. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

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- C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.
- E. Tax Laws. The AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this contract, has faithfully complied with:
  - 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2. Any tax provisions imposed by a political subdivision of this state that applied to C AGENCY, to AGENCY's property, operations, receipts, or income, or to AGENCY's performance of or compensation for any work performed by AGENCY;
  - 3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
  - 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

- B. Insurance.

- 1. Commercial General Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

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2. Commercial Automobile Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

5. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

6. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' written notice COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

7. Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

8. Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to county. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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9. Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.
  10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.
  - D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
  - E. Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
  - F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
  - G. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
  - H. Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.
  - I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
    1. AGENCY shall:
      - a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
      - b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
      - c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.

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- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:
  - a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
  - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
6. Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- J. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- K. Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- L. Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

V. TERMINATION

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- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
  - 1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
  - 2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
  - 3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
  - 4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
  - 5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1: Scope of Work
- Exhibit 2: Reporting Requirements
- Exhibit 3: Budget
- Exhibit 4: Special Requirements
- Attachment 1: Sample Invoice

**CLACKAMAS WOMEN'S SERVICES**

By: \_\_\_\_\_  
Melissa Erlbaum, Executive Director

\_\_\_\_\_  
Date  
256 Warner Milne Road  
\_\_\_\_\_  
Street Address  
Oregon City, Oregon 97045  
\_\_\_\_\_  
City / State / Zip  
(503)655-8600 /  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
 Commissioner: Jim Bernard  
 Commissioner: Paul Savas  
 Commissioner: Martha Schrader  
 Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
 Health, Housing and Human Service Department

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Date

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EXHIBIT 1

**SCOPE OF WORK**

**A. GENERAL SCOPE OF SERVICES**

AGENCY will provide Homelessness Prevention, Shelter Diversion and Rapid Re-Housing services for survivors of domestic violence who are homeless or at imminent risk of homelessness. This is a pilot project designed to prevent and reduce homelessness in Clackamas County. The pilot project also seeks to gather comprehensive data on strategies that are effective given the geography, service landscape, population and other characteristics of Clackamas County.

Clackamas County's Coordinated Housing Access System will be the only source to assess, identify and refer participants for each service element.

**1. Service Categories**

**Homelessness Prevention** (as opposed to eviction prevention)

A strategy that prevents people from becoming homeless by providing financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on individuals and families who it can reasonably be assumed would become homeless without this assistance.

**Shelter Diversion**

A strategy that prevents people who are homeless from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing.

**Rapid Re-Housing**

A strategy that shortens the length of homelessness by providing short-term financial assistance and services to help people who are homeless access and maintain permanent and stable rental housing quickly.

**2. Project Definitions**

**Literally Homeless**

Individual or family who lacks a fixed, regular, and adequate nighttime residence meaning:

- Has a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground).
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); OR
- Is exiting an institution where he or she has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Fleeing/Attempting to Flee Domestic Violence**

- Individual or family who:
- Is Fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

**3. Income Eligibility**

Participants must be low income with gross household income at or below 80% of area median income. Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students AND are not considered heads of household is excluded. While household assets should be identified to determine that an applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income.

2016 Persons	80% Area Median Income	
	Annual Income	Monthly Income
1	\$41,100	\$3,425
2	\$46,950	\$3,913
3	\$52,800	\$4,400
4	\$58,650	\$4,888
5	\$63,350	\$5,279
6	\$68,050	\$5,671
7	\$72,750	\$6,063
8	\$77,450	\$6,454

Area median income may be adjusted for 2017.

**B. OUTCOMES/PERFORMANCE MEASURES**

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

**Shelter Diversion** – At least 50 families or 20% of families requesting shelter through the Coordinated Housing Access system, whichever is smaller, are diverted from entering the system.

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

\*Clackamas County acknowledges that some households may enter services later in the project period and that it may not be possible to complete this measure for all households. The measure applies to those households whose subsidy ends on or before March 31, 2017.

**C. OUTPUTS**

AGENCY will serve a minimum of 33 households of domestic and sexual violence victims and their children with the expectation that:

- All school-aged children will be enrolled in and attending school

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- 100% of participant households served will be screened to determine whether they are accessing all entitlement benefits they are eligible for including but not limited to TANF, SNAP, OHP, WIC, veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing entitlement benefits shall be assisted in enrolling in entitlement benefits should they choose to do so.

**D. SERVICE BOUNDARIES**

Services provided AGENCY are reserved for Clackamas County residents who meet the eligibility guidelines. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites, etc. in Clackamas County.

EXHIBIT 2

**REPORTING REQUIREMENTS**

**Program Specific Reporting**

1. AGENCY shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
2. AGENCY shall assure that data entry into ALICE/OSNIUM occurs in an accurate and timely manner.
3. AGENCY shall maintain and provide to COUNTY as requested information as required by state and federal funding sources for reporting purposes. Data collection in ALICE shall include universal data elements, and services. Information requested will comply with all state and federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g., service records and sign-in logs.

**Invoicing**

AGENCY, through designated staff, shall submit to COUNTY a monthly invoice that demonstrates all expenditures for each month. The invoice is to include copies of receipts to substantiate the rents, deposits paid and other eligible client assistance.

Invoices and reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 10th of each month following the month of services.

COUNTY shall make payment to AGENCY within 30 days of receipt of each invoice submitted provided the invoice is approved by Program Manager.

EXHIBIT 3

**BUDGET**

Allowable Costs	Amount	Projected Total Households	Projected Total Persons
<b>Homelessness Prevention</b>			
Participant rent and deposits	\$ 40,553		
Other eligible client assistance	5,678		
Personnel	9,733		
<b>Total Homelessness Prevention</b>	<b>\$ 55,964</b>	<b>16</b>	<b>48</b>
<b>Shelter Diversion</b>			
Participant rent and deposits	\$ 24,000		
Other eligible client assistance	8,400		
Personnel	28,541		
<b>Total Shelter Diversion</b>	<b>\$ 60,941</b>	<b>12</b>	<b>36</b>
<b>Rapid Re-Housing</b>			
Participant rent and deposits	\$ 20,722		
Other eligible client assistance	2,850		
Personnel	4,692		
<b>Total Rapid Re-Housing</b>	<b>\$ 28,264</b>	<b>5</b>	<b>15</b>
<b>Total Shelter Diversion</b>	<b>\$ 145,169</b>	<b>33</b>	<b>99</b>

Total maximum compensation under this contract shall not exceed **\$145,169**.

**Eligible Costs**

- Participant rent
- Participant move-in costs
- Rental application fees
- Utility deposits necessary to establish service
- Other one-time expenditures such as identification that will remove barriers to permanent housing placement or housing stability when no other resources are available.
- Expenditures related to employment or employment training that will support participants to increase their incomes. Examples include work clothes and textbooks for vocational training courses when no other resources are available.
- Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the corresponding service element.

EXHIBIT 4

**SPECIAL REQUIREMENTS**

1. AGENCY certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the AGENCY is unable to certify to any of the statements in this certification, such AGENCY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, AGENCY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. AGENCY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

AGENCY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. AGENCY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. AGENCY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

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7. AGENCY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. AGENCY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AGENCY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) AGENCY's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
  - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the AGENCY within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

**ATTACHMENT 1**  
**INVOICE**

Date: \_\_\_\_\_

**Clackamas Women's Services**

256 Warner Milne Road  
 Oregon City, Oregon 97045  
 Phone: (503)655-8600

**To:** Clackamas County Social Services Division

Attention: Luellen Oakley  
 2051 Kaen Road  
 Oregon City, Oregon 97045  
 Direct Line: (503)655-8646  
 Fax: (503)655-8889

**Contract # 7972**

Month Service Provided
Month-Year

Allowable Costs	Budget Amount	Projected Total Households	Actual # of Households	Projected Total Persons	Actual # of Persons	Current Month Expenditures
<b>Homelessness Prevention</b>						\$
Participant rent and deposits	\$ 40,553					
Other eligible client assistance	5,678					
Personnel	9,733					
<b>Total Homelessness Prevention</b>	<b>\$ 55,964</b>	<b>16</b>		<b>48</b>		<b>\$</b>
<b>Shelter Diversion</b>						\$
Participant rent and deposits	\$ 24,000					
Other eligible client assistance	8,400					
Personnel	28,541					
<b>Total Shelter Diversion</b>	<b>\$ 60,941</b>	<b>12</b>		<b>36</b>		<b>\$</b>
<b>Rapid Re-Housing</b>						
Participant rent and deposits	\$ 20,722					
Other eligible client assistance	2,850					
Personnel	4,692					\$
<b>Total Rapid Re-Housing</b>	<b>\$ 28,264</b>	<b>5</b>		<b>15</b>		
<b>Total Shelter Diversion</b>	<b>\$ 145,169</b>	<b>33</b>		<b>99</b>		<b>\$</b>

**CERTIFICATION**

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

**Prepared by:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Clackamas Women's Services**

*Agency Service Contract # 7972*

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