

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD.gov at https://www.hud.gov/program_offices/comm_planning/coc.
- Questions regarding the FY 2022 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.
- Questions related to e-snaps functionality (e.g., password lockout, access to user's application account, updating Applicant Profile) must be submitted to e-snaps@hud.gov.
- Project applicants are required to have a Unique Entity Identifier (UEI) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2022 Continuum of Care (CoC) Program Competition. For more information see FY 2022 CoC Program Competition NOFO.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2022 CoC Program NOFO.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with navigational guides, which are also found on the HUD Exchange.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2021 Project Application will be imported into the FY 2022 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- Rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2022 CoC Program Competition NOFA.

1A. SF-424 Application Type

1. Type of Submission: Application

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 09/09/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: OR0095

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

X

6. Date Received by State:

7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: Washington County Department of Housing Services

b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002316

c. Unique Entity Identifier: H8F3KZ3X4LC3

d. Address

Street 1: 111 NE Lincoln Street, Suite 200-L, MS 63

Street 2:

City: Hillsboro

County: Washington

State: Oregon

Country: United States

Zip / Postal Code: 97124-3082

e. Organizational Unit (optional)

Department Name: Washington County Department of Housing Services

Division Name:

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Ms.

First Name: Leslie

Middle Name:

Last Name: Gong

Suffix:

Title: Program Analyst

Organizational Affiliation: Washington County Department of Housing Services

Telephone Number: (503) 906-0370

Extension:

Fax Number: (503) 846-4795

Email: Leslie_Gong@co.washington.or.us

1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6600-N-25

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) only): Oregon
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: Shelter Plus Care Renewal

16. Congressional District(s):

a. Applicant: OR-001
(for multiple selections hold CTRL key)

b. Project: OR-001
(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 09/01/2023

b. End Date: 08/31/2024

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process? b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE: ☒

21. Authorized Representative

Prefix: Mr.

First Name: Komi

Middle Name: P.

Last Name: Kalevor

Suffix:

Title: Director

Telephone Number: (503) 846-4755
(Format: 123-456-7890)

Fax Number: (503) 846-4795
(Format: 123-456-7890)

Email: Komi_Kalevor@co.washington.or.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/09/2022

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Approval No. 2506-0214 (exp.02/28/2022)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Washington County Department of Housing Services

Prefix: Mr.

First Name: Komi

Middle Name: P.

Last Name: Kalevor

Suffix:

Title: Director

Organizational Affiliation: Washington County Department of Housing Services

Telephone Number: (503) 846-4755

Extension:

Email: Komi_Kalevor@co.washington.or.us

City: Hillsboro

County: Washington

State: Oregon

Country: United States

Zip/Postal Code: 97124-3082

2. Employer ID Number (EIN): 93-6002316

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received

4a. Total Amount Requested for this project: \$2,346,747

5. State the name and location (street address, city and state) of the project or activity: Shelter Plus Care Renewal 111 NE Lincoln Street, Suite 200-L, MS 63 Hillsboro Oregon

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? Yes
(For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
Washington County Department of Housing Services, 111 NE Lincoln Street, Suite 200L MS-63, Hillsboro, OR 97123	County General Fund (Local Government)	\$32,879.00	Administration Costs Grants 25% Match
Washington County Department of Housing Services	County General Fund (Local Government)	29500.0	CoC Planning Grant 25% Match
Washington County Department of Housing Services	County General Fund (Local Government)	\$9,936.00	HMIS Grant 25% Match
NA	NA	\$0.00	NA
NA	NA	\$0.00	NA

Part III Interested Parties

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
WellSky		HMIS ServicePoint Software Vendor: Annual Bandwidth Fee, Report Gallery Access, Software Maintenance.	\$27,650.00	26%
City Of Portland, Portland Housing Bureau		HMIS ServicePoint: Annual Administrative Support	\$24,000.00	22%
NA		NA	\$0.00	0%
NA		NA	\$0.00	0%
NA		NA	\$0.00	0%

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

I AGREE: ☒

Name / Title of Authorized Official: Komi Kalevor, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 08/30/2022

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Washington County Department of Housing Services

Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees — (1) The dangers of drug abuse in the workplace (2) The Applicant'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 occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted — (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will — (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
Workplaces, including addresses, entered in the attached project application.
Refer to addresses entered into the attached project application.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

X

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix: Mr.

First Name: Komi

Middle Name P.

Last Name: Kalevor

Suffix:

Title: Director

Telephone Number: (503) 846-4755
(Format: 123-456-7890)

Fax Number: (503) 846-4795
(Format: 123-456-7890)

Email: Komi_Kalevor@co.washington.or.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/09/2022

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Washington County Department of Housing Services

Name / Title of Authorized Official: Komi Kalevor, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/09/2022

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? Yes

1. Type of Federal Action: Grant

2. Status of Federal Action: Application

3. Report Type: Initial Filing

4. Name and Address of Reporting Entity: Prime

Refer to project name, addresses and contact information entered into the attached project application on screen 1B.

Congressional District, if known: OR-001

6. Federal Department/Agency: Department of Housing and Urban Development

7. Federal Program Name/Description and (CFDA Number): Continuum of Care (CoC) Program (14.267)

8. Federal Action Number: FR-6600-N-25

9. Award Amount: \$2,257,716.00

10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

Washington County
155 N. First Avenue
Hillsboro, OR 97124

10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

Palmer, Steve
Van Scoyoc Associates
800 Main Ave. SW
Washington, D.C. 20024

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete. ☒

Authorized Representative

Prefix: Mr.

First Name: Komi

Middle Name: P.

Last Name: Kalevor

Suffix:

Title: Director

Telephone Number: (503) 846-4755
(Format: 123-456-7890)

Fax Number: (503) 846-4795
(Format: 123-456-7890)

Email: Komi_Kalevor@co.washington.or.us

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/09/2022

IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007
Expiration Date: 02/28/2022

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|----|---|
| 1. | Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. |
| 2. | Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. |
| 3. | Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. |
| 4. | Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. |
| 5. | Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). |
| 6. | Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. |
| 7. | Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. |
| 8. | Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |

9.	Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10.	Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11.	Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12.	Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.	Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14.	Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.	Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17.	Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18.	Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19.	Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify: ☒

Authorized Representative for: Washington County Department of Housing Services

Prefix: Mr.

First Name: Komi

Middle Name: P.

Last Name: Kalevor

Suffix:

Title: Director

Signature of Authorized Certifying Official: Considered signed upon submission in e-snaps.

Date Signed: 09/09/2022

Information About Submission without Changes

Follow the instructions below making note of the exceptions and limitations to the “Submit Without Changes” process.

In general, HUD expects a project’s proposed project application information will remain the same from year-to-year unless changes are directed by HUD or approved through the grant agreement amendment process. However, HUD expects applicants to carefully review their information to determine if submitting without changes accurately reflects the expiring grant requesting renewal.

The data from previously submitted new and renewal project applications can be imported into a FY 2022 renewal project application. The “Submit without Changes” process is not applicable for:

- first time renewing project applications
- a project application that did not import last FY 2021 information
- a project that had Issues or Conditions that were addressed in FY 2021 Post-Award and updates need to be reflected in the FY 2022 project application
- a project that had amendments approved in FY 2020 or FY 2021 that need to be reflected in the FY 2022 project application

e-snaps will automatically be set to “Make Changes” and all questions on each screen must be updated.

The e-snaps screens that remain “open” for required annual updates and do not affect applicants’ ability to select “Submit without Changes” are:

- Recipient Performance Screen
- Consolidation and Expansion
- Screen 3A. Project Detail
- Screen 6D. Sources of Match
- All of Part 7: Attachments and Certification; and
- All of Part 8: Submission Summary.

All other screens in Part 2 through Part 6 begin in “Read-Only” format and should be reviewed for accuracy; including any updates that were made to the 2021 project during the CoC Post Award Issues and Conditions process or as amended. If all the imported data is accurate and no edits or updates are needed to any screens other than the mandatory screens and questions noted above, project applicants should select “Submit Without Changes” in Part 8. If project applicants imported data and do need to make updates to the information on one or more screens, they must navigate to Part 8: “Submission Without Changes” Screen, select “Make Changes”, and check the box next to each relevant screen title to unlock screens for editing. After project applicants select the screens they intend to edit via checkboxes, click “Save” and those screens will be available for edit. Once a project applicant selects a checkbox and clicks “Save”, the project applicant cannot uncheck the box.

Please refer to the Detailed Instructions found on the left side menu of e-snaps or hud.gov to find more in depth information about applying under the FY 2022 CoC Competition.

Submission Without Changes

1. Are the requested renewal funds reduced from the previous award due to reallocation? No

2. Do you wish to submit this application without making changes? Please refer to the guidelines below to inform you of the requirements. Make changes

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information	
2A. Subrecipients	<input type="checkbox"/>
Part 3 - Project Information	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input checked="" type="checkbox"/>
3C. Dedicated Plus	<input type="checkbox"/>
Part 4 - Housing Services and HMIS	
4A. Services	<input type="checkbox"/>
4B. Housing Type	<input type="checkbox"/>
Part 5 - Participants and Outreach Information	
5A. Households	<input type="checkbox"/>
5B. Subpopulations	<input type="checkbox"/>
Part 6 - Budget Information	
6A. Funding Request	<input type="checkbox"/>
6C. Rental Assistance	<input type="checkbox"/>
6D. Match	<input checked="" type="checkbox"/>
6E. Summary Budget	<input type="checkbox"/>
Part 7 - Attachment(s) & Certification	

7A. Attachment(s)	<input checked="" type="checkbox"/>
7A. In-Kind Match MOU Attachment	<input checked="" type="checkbox"/>
7B. Certification	<input checked="" type="checkbox"/>

You have selected "Make Changes" to question #2 above. Provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

3B: Update project description

7A: Add In-Kind Match MOU Attachment

You have selected "Make Changes." Once this screen is saved, you will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

Recipient Performance

1. Did you submit your previous year's Annual Performance Report (APR) on time? Yes
2. Do you have any unresolved HUD Monitoring or OIG Audit finding(s) concerning any previous grant term related to this renewal project request? No
3. Do you draw funds quarterly for your current renewal project? Yes
4. Have any funds remained available for recapture by HUD for the most recently expired grant term related to this renewal project request? No

Renewal Grant Consolidation or Renewal Grant Expansion

The FY2022 CoC Competition will continue offering opportunities to expand or consolidate CoC projects.



1. Expansions and Consolidations will submit individual applications.
 - a. Expansions will ONLY submit a Stand-Alone Renewal application and a Stand-Alone New application.
 - b. Consolidations will ONLY submit individual renewal project applications, identifying the renewal application that will survive, and the renewal applications that will terminate. Up to 10 grants may be included in a consolidation.
2. HUD HQ will combine the budget data (e.g., units, budgets) for Expansion or Consolidation requests from the individual project applications selected for conditional award and provide a data report with further instructions for the field office and conditional recipient.

**1. Is this renewal project application requesting to No
consolidate or expand?**

If "No" click on "Next" or "Save & Next" below to move to the next screen.

2A. Project Subrecipients

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$0

Organization	Type	Sub-Award Amount
This list contains no items		

3A. Project Detail

1. Expiring Grant Project Identification Number (PIN): OR0095

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2. CoC Number and Name: OR-506 - Hillsboro, Beaverton/Washington County CoC

3. CoC Collaborative Applicant Name: Washington County Department of Housing Services

4. Project Name: Shelter Plus Care Renewal

5. Project Status: Standard

6. Component Type: PH

6a. Select the type of PH project. PSH

7. Is your organization, or subrecipient, a victim service provider defined in 24 CFR 578.3? No

8. Does this project include Replacement Reserves as a CoC Operating Cost? No

(Attachment Requirement)

3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

The Shelter Plus Care (SPC) Renewal project serves chronically homeless and homeless persons using a Housing First model with 150 units – 125 units Tenant-Based Rent Assistance (TBA) and 25 units Project-Based Rent Assistance (PBA), of which 56 units are dedicated to serve 100% chronic homeless with remaining units prioritized as DedicatedPLUS with turn-over for chronic homeless under HUD CPD 16-11 adopted by the HSSN on 8/3/16. This project will provide permanent supportive housing for people with severe mental illness, chronic substance use, development disabilities, HIV/AIDS, and physical, mental or emotional impairment which are of long-continued and indefinite duration.

Washington County Department of Housing Services (WCDHS) will administer the TRA and PBA rent assistance, perform HQS inspections, compliance monitoring of service provider agencies delivering the services, and reporting. Provider agencies under existing MOUs will assist program participants with housing placement to overcome barriers to access housing that is located near community amenities and transportation that best meets the needs of the participant. Participants will pay no more than 30% of their total household income toward rent, with the SPC rent assistance covering the remainder of the reasonable rental costs. SPC program leverages an array of supportive services delivered by experienced Service Providers that include Cascade AIDS Project, Community Action, Housing Independence, LifeWorks NW, New Narrative, Open Door Counseling Center, Salvation Army, and Sequoia Mental Health Services. Using a trauma-informed approach, the provider agencies deliver services in a manner that supports cultural and linguistic background of the participants.

Outreach and referral are conducted in alignment with the coordinated entry (CE) system. CE receive referrals from a variety of outreach sources including PATH and ESG-funded outreach workers, homeless day centers, shelters and partner agencies serving persons who meet the HUD definition of homelessness. CE performs an assessment to determine the most appropriate housing program and offers housing choice to homeless through referral to providers who meet with the individual to develop housing plans. The participants benefit from direct case management, assistance in applying for mainstream resources, training in independent living skills, education and job skills to help them stabilize their incomes or re-enter the workforce. Through the provision of these services and affordable permanent housing, participants experience opportunities to be successful in regaining and maintaining their health and stabilizing their lives.

CoC support this project to increase resources as prioritized in A Road Home: Community Plan to Prevent and End Homelessness, the Consolidated Plan, and Home, Together: Federal Strategic Plan. The CoC has identified this project as a priority to address high-need and chronic homeless households.

2. Check the appropriate box(s) if this project will have a specific subpopulation focus. (Select all that apply)

N/A - Project Serves All Subpopulations	<input type="checkbox"/>	Domestic Violence	<input type="checkbox"/>
Veterans	<input checked="" type="checkbox"/>	Substance Abuse	<input checked="" type="checkbox"/>
Youth (under 25)	<input checked="" type="checkbox"/>	Mental Illness	<input checked="" type="checkbox"/>
Families with Children	<input checked="" type="checkbox"/>	HIV/AIDS	<input checked="" type="checkbox"/>
		Chronic Homeless	<input checked="" type="checkbox"/>
		Other(Click 'Save' to update)	<input checked="" type="checkbox"/>

Other: Developmental Disabilities, Physical Disabilities

3. Housing First

3a. Does the project quickly move participants into permanent housing Yes

3b. Does the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>

None of the above

☐

3d. Does the project follow a "Housing First" approach? Yes

3C. Dedicated Plus

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Dedicated and DedicatedPLUS

A "100% Dedicated" project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A "DedicatedPLUS" project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

- (1) experiencing chronic homelessness as defined in 24 CFR 578.3;
- (2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
- (3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
- (4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
- (5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
- (6) receiving assistance through a Department of Veterans Affairs (VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families in a DedicatedPLUS project must continue to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

1. Is this project "100% Dedicated," "DedicatedPLUS," or "N/A"? DedicatedPLUS
(Only select "N/A" if this project was originally awarded as a grant that did not have requirements to only serve persons experiencing chronic homelessness and meets the definition of "non-dedicated permanent supportive housing beds" in the NOFO Section III.C.2.p).

4A. Supportive Services for Program Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. For all supportive services available to program participants, indicate who will provide them and how often they will be provided.
Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Partner	Monthly
Assistance with Moving Costs	Partner	As needed
Case Management	Partner	Weekly
Child Care	Non-Partner	As needed
Education Services	Non-Partner	As needed
Employment Assistance and Job Training	Non-Partner	As needed
Food	Non-Partner	As needed
Housing Search and Counseling Services	Partner	As needed
Legal Services	Non-Partner	As needed
Life Skills Training	Partner	Weekly
Mental Health Services	Partner	As needed
Outpatient Health Services	Non-Partner	As needed
Outreach Services	Partner	Daily
Substance Abuse Treatment Services	Partner	As needed
Transportation	Non-Partner	As needed
Utility Deposits	Applicant	As needed

Identify whether the project includes the following activities:

2. Transportation assistance to program participants to attend mainstream benefit appointments, employee training, or jobs? Yes

3. Annual follow-up with program participants to ensure mainstream benefits are received and renewed? Yes

4. Do program participants have access to SSI/SSDI technical assistance provided by this project, subrecipient, or partner agency? Yes

4a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months? Yes

4B. Housing Type and Location

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 150

Total Beds: 169

Total Dedicated CH Beds: 62

Housing Type	Housing Type (JOINT)	Units	Beds
Scattered-site apartments (...)	---	119	138
Single Room Occupancy (SRO)...	---	12	12
Clustered apartments	---	6	6
Single Room Occupancy (SRO)...	---	7	7
Single Room Occupancy (SRO)...	---	6	6

4B. Housing Type and Location Detail

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 119

b. Beds: 138

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 43

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 111 NE Lincoln Street

Street 2:

City: Hillsboro

State: Oregon

ZIP Code: 97123

5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

419067 Washington County, 410636 Hillsboro,
410108 Beaverton

4B. Housing Type and Location Detail

1. Housing Type: Single Room Occupancy (SRO) units

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 12

b. Beds: 12

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 0

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 18715 SW Blanton Street

Street 2:

City: Aloha

State: Oregon

ZIP Code: 97007

5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

419067 Washington County

4B. Housing Type and Location Detail

1. Housing Type: Clustered apartments

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 6

b. Beds: 6

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 6

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 17157 SW Bany Road

Street 2:

City: Beaverton

State: Oregon

ZIP Code: 97007

5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

419067 Washington County

4B. Housing Type and Location Detail

1. Housing Type: Single Room Occupancy (SRO) units

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 7

b. Beds: 7

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless?

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 486 SE Washington Street

Street 2:

City: Hillsboro

State: Oregon

ZIP Code: 97123

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

410636 Hillsboro

4B. Housing Type and Location Detail

1. Housing Type: Single Room Occupancy (SRO) units

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 6**b. Beds:** 6

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 6

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 494 SE Washington Street

Street 2:

City: Hillsboro

State: Oregon

ZIP Code: 97123

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

410636 Hillsboro

5A. Program Participants - Households

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	12	138	0	150
Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Persons over age 24	13	131		144
Persons ages 18-24	2	7		9
Accompanied Children under age 18	21		0	21
Unaccompanied Children under age 18			0	0
Total Persons	36	138	0	174

Click Save to automatically calculate totals

5B. Program Participants - Subpopulations

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Persons in Households with at Least One Adult and One Child

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	6	1	2	4	1	9		1	1	0
Persons ages 18-24	1	0	0	1	0	1	1	0	0	0
Children under age 18	7			8	1	18	1	2	1	0
Total Persons	14	1	2	13	2	28	2	3	2	0

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	51	4	0	44	11	95	6	3	6	0
Persons ages 18-24	4	0	0	2	0	2	2	1	4	0
Total Persons	55	4	0	46	11	97	8	4	10	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

6A. Funding Request

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Do any of the properties in this project have an active restrictive covenant? Yes

2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? Yes

3. Does this project propose to allocate funds according to an indirect cost rate? No

4. Renewal Grant Term: This field is pre-populated with a one-year grant term and cannot be edited: 1 Year

5. Select the costs for which funding is requested:

Leased Units	<input type="checkbox"/>
Leased Structures	<input type="checkbox"/>
Rental Assistance	<input checked="" type="checkbox"/>
Supportive Services	<input type="checkbox"/>
Operating	<input type="checkbox"/>
HMIS	<input type="checkbox"/>

6C. Rental Assistance Budget

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Request for Grant Term:		\$2,257,716	
Total Units:		150	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
TRA	OR - Portland-Vancouver-Hillsboro, OR...	119	\$1,902,132
PRA	OR - Portland-Vancouver-Hillsboro, OR...	31	\$355,584

Rental Assistance Budget Detail

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: OR - Portland-Vancouver-Hillsboro, OR-WA MSA (4100599999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)	FMR Area (Applicant)	HUD Paid Rent (Applicant)	12 Months	Total Request (Applicant)
SRO	x	\$898	\$898	x 12 =	\$0
0 Bedroom	1 x	\$1,197	\$1,197	x 12 =	\$14,364
1 Bedroom	106 x	\$1,278	\$1,278	x 12 =	\$1,625,616
2 Bedrooms	5 x	\$1,467	\$1,467	x 12 =	\$88,020
3 Bedrooms	7 x	\$2,073	\$2,073	x 12 =	\$174,132
4 Bedrooms	x	\$2,454	\$2,454	x 12 =	\$0
5 Bedrooms	x	\$2,822	\$2,822	x 12 =	\$0
6 Bedrooms	x	\$3,190	\$3,190	x 12 =	\$0
7 Bedrooms	x	\$3,558	\$3,558	x 12 =	\$0
8 Bedrooms	x	\$3,926	\$3,926	x 12 =	\$0
9 Bedrooms	x	\$4,295	\$4,295	x 12 =	\$0
Total Units and Annual Assistance Requested		119			\$1,902,132
Grant Term					1 Year
Total Request for Grant Term					\$1,902,132

Click the 'Save' button to automatically calculate totals.

Rental Assistance Budget Detail

Type of Rental Assistance: PRA

Metropolitan or non-metropolitan fair market rent area: OR - Portland-Vancouver-Hillsboro, OR-WA MSA (4100599999)



Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)	FMR Area (Applicant)	HUD Paid Rent (Applicant)	12 Months	Total Request (Applicant)
SRO	25	x \$898	\$898	x 12 =	\$269,400
0 Bedroom	6	x \$1,197	\$1,197	x 12 =	\$86,184
1 Bedroom		x \$1,278	\$1,278	x 12 =	\$0
2 Bedrooms		x \$1,467	\$1,467	x 12 =	\$0
3 Bedrooms		x \$2,073	\$2,073	x 12 =	\$0
4 Bedrooms		x \$2,454	\$2,454	x 12 =	\$0
5 Bedrooms		x \$2,822	\$2,822	x 12 =	\$0
6 Bedrooms		x \$3,190	\$3,190	x 12 =	\$0
7 Bedrooms		x \$3,558	\$3,558	x 12 =	\$0
8 Bedrooms		x \$3,926	\$3,926	x 12 =	\$0
9 Bedrooms		x \$4,295	\$4,295	x 12 =	\$0
Total Units and Annual Assistance Requested		31			\$355,584
Grant Term					1 Year
Total Request for Grant Term					\$355,584

Click the 'Save' button to automatically calculate totals.

Are you requesting a 15 year renewal per section IV.B.3.b. This request is only available for PRA rental assistance projects and 1 year of funding according to the relevant section of the FY 2015 CoC Program Competition NOFA.

6D. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the  icon. To view or update a Match source already listed, select the  icon.

Summary for Match

Total Value of Cash Commitments:	\$232,921
Total Value of In-Kind Commitments:	\$353,766
Total Value of All Commitments:	\$586,687

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Type	Source	Contributor	Value of Commitments
Cash	Government	Cascade AIDS Proj...	\$15,096
Cash	Government	Community Action ...	\$22,644
In-Kind	Government	Housing Independe...	\$22,644
In-Kind	Government	Lifeworks Northwe...	\$191,484
In-Kind	Government	New Narrative (MO...	\$56,610
In-Kind	Government	Open Door Counsel...	\$64,158
Cash	Government	Sequoia Mental He...	\$172,923
Cash	Government	Washington County...	\$22,258
In-Kind	Private	Salvation Army (MOU)	\$18,870

Sources of Match Detail

1. Type of Match Commitment: Cash
2. Source: Government
3. Name of Source: Cascade AIDS Project (MOU): HOPWA, Health
(Be as specific as possible and include the office or grant program as applicable) Care, Services
4. Amount of Written Commitment: \$15,096

Sources of Match Detail

1. Type of Match Commitment: Cash
2. Source: Government
3. Name of Source: Community Action (MOU): State of Oregon
(Be as specific as possible and include the office or grant program as applicable) CSBG, SHAP, HSP
4. Amount of Written Commitment: \$22,644

Sources of Match Detail

1. Type of Match Commitment: In-Kind
2. Source: Government
3. Name of Source: Housing Independence (MOU): Washington
(Be as specific as possible and include the office or grant program as applicable) County Brokerage for Development Disabilities
4. Amount of Written Commitment: \$22,644

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

1. Type of Match Commitment: In-Kind

2. Source: Government

3. Name of Source: Lifeworks Northwest (MOU): Oregon Health Authority Medicaid and AMI, Health Care, Other
(Be as specific as possible and include the office or grant program as applicable)

4. Amount of Written Commitment: \$191,484

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

1. Type of Match Commitment: In-Kind

2. Source: Government

3. Name of Source: New Narrative (MOU): PATH, Oregon Health Authority Medicaid and AMI, Other
(Be as specific as possible and include the office or grant program as applicable)

4. Amount of Written Commitment: \$56,610

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

1. Type of Match Commitment: In-Kind

2. Source: Government

3. Name of Source: Open Door Counseling Center (MOU): ESG, Veteran Health Care, Other
(Be as specific as possible and include the office or grant program as applicable)

4. Amount of Written Commitment: \$64,158

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

1. Type of Match Commitment: Cash
2. Source: Government
3. Name of Source: Sequoia Mental Health Services Inc.(MOU):
(Be as specific as possible and include the office or grant program as applicable) Oregon Health Authority Medicaid and AMI, Other
4. Amount of Written Commitment: \$172,923

Sources of Match Detail

1. Type of Match Commitment: Cash
2. Source: Government
3. Name of Source: Washington County Department of Housing
(Be as specific as possible and include the office or grant program as applicable) Services: General Funds
4. Amount of Written Commitment: \$22,258

Sources of Match Detail

1. Type of Match Commitment: In-Kind
2. Source: Private
3. Name of Source: Salvation Army (MOU)
(Be as specific as possible and include the office or grant program as applicable)
4. Amount of Written Commitment: \$18,870

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

6E. Summary Budget

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2018 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2018, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$2,257,716
3. Supportive Services	\$0
4. Operating	\$0
5. HMIS	\$0
6. Sub-total Costs Requested	\$2,257,716
7. Admin (Up to 10%)	\$89,031
8. Total Assistance plus Admin Requested	\$2,346,747
9. Cash Match	\$232,921
10. In-Kind Match	\$353,766
11. Total Match	\$586,687
12. Total Budget	\$2,933,434

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No		
3) Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

7A. In-Kind Match MOU Attachment

Document Type	Required?	Document Description	Date Attached
In-Kind Match MOU	No	In-Kind Match Mous	09/09/2022

Attachment Details

Document Description: In-Kind Match Mous

7B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that 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 for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance. It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 578.33(d) or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

15-Year Operation Rule – 24 CFR part 578 only.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Komi Kalevor

Date: 09/09/2022

Title: Director

Applicant Organization: Washington County Department of Housing Services

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

Active SAM Status Requirement.

I certify that our organization has an active System for Award Management (SAM) registration as required by 2 CFR 200.300(b) at the time of project application submission to HUD and will ensure this SAM registration will be renewed annually to meet this requirement.

X

8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	08/30/2022
1B. SF-424 Legal Applicant	08/30/2022

Renewal Project Application FY2022	Page 59	09/09/2022
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1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	08/30/2022
1E. SF-424 Compliance	08/30/2022
1F. SF-424 Declaration	08/30/2022
1G. HUD-2880	08/30/2022
1H. HUD-50070	08/30/2022
1I. Cert. Lobbying	08/30/2022
1J. SF-LLL	08/30/2022
IK. SF-424B	08/30/2022
Submission Without Changes	09/09/2022
Recipient Performance	08/30/2022
Renewal Grant Consolidation or Renewal Grant Expansion	08/30/2022
2A. Subrecipients	No Input Required
3A. Project Detail	08/30/2022
3B. Description	08/30/2022
3C. Dedicated Plus	08/30/2022
4A. Services	08/30/2022
4B. Housing Type	08/30/2022
5A. Households	08/30/2022
5B. Subpopulations	No Input Required
6A. Funding Request	08/30/2022
6C. Rental Assistance	08/30/2022
6D. Match	09/02/2022
6E. Summary Budget	No Input Required
7A. Attachment(s)	No Input Required
7A. In-Kind Match MOU Attachment	09/09/2022
7B. Certification	09/02/2022

Memorandum of Understanding
Between
Washington County Department of Housing Services
And
Community Action Organization

Continuum of Care (CoC) Program
24 CFR Part 578

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Community Action Organization ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Community Action Organization has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Community Action Organization, an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Community Action Organization shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to

participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the

Participant. If it is not clear that due process procedures were afforded, then Washington County will conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. Insurance. Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or

retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Community Action Organization will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(j) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this ____ day of _____, 2018.

COMMUNITY ACTION ORGANIZATION ("Provider")

By Renee Bruce
(Signature)

Executive Director
(Title)

3/13/18
Date

WASHINGTON COUNTY ("Washington County")

By Rob Masser
(Signature)

Asst. County Administrator
Asst. County Administrator

(Title)

3/22/18
Date

Approved as to form:

By [Signature]
County Counsel, Washington County

3/19/18
Date



March 12, 2018

Annette Evans
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

Dear Ms. Evans:

Please accept the following Service Provider Commitment Letter for Community Action, to be submitted with the attached Shelter Plus Care Memorandum of Understanding.

Community Action will provide comprehensive supportive services to Shelter Plus Care program participants including intensive case management and access to an array of services based on individual need, including: mainstream resources, life skills, health and mental health services, substance abuse treatment, job skills and employment services, parenting support and children's services.

The agency program contacts are as follows:

Primary:

Larry Hauth, Family Development Manager
503-726-0818

lhauth@caowash.org

Alternate:

Pat Rogers, Housing and Homeless Services Manager
503-726-0814

progers@caowash.org

Please find attached a list of Community Action's Board of Directors.

Sincerely,

Renée Bruce
Executive Director

Memorandum of Understanding
Between
Washington County Department of Housing Services
And
Cascade AIDS Project

Continuum of Care (CoC) Program
24 CFR Part 578

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Cascade AIDS Project ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Cascade AIDS Project has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Cascade AIDS Project, an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Cascade AIDS Project shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will

conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Cascade AIDS Project will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(j) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

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Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:


If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 1st day of FEBRUARY, 2018.

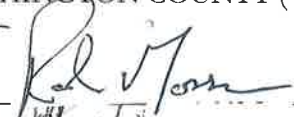
CASCADE AIDS PROJECT ("Provider")

By 
(Signature) Tyler TerMeer

Executive Director
(Title)

1-23-18
Date

WASHINGTON COUNTY ("Washington County")

By 
(Signature) Rob Massar


(Title) Asst. County Administrator

3/13/18
Date

Approved as to form:

By 
County Counsel, Washington County

3/9/18
Date



January 22, 2018

Department of Housing Services-Washington County
111 NE Lincoln Street, Suite 200-L, MS 63
Hillsboro, OR 97124-3072

REC'D HAWC-DHS

JAN 29 2018

Executive Director

Tyler TerMeer

Board of Directors

President
Nancy Haigwood
OHSU

Vice President
Elise Brickner-Schulz
Miller Nash Graham & Dunn LLP

Secretary
Karol Collymore
Nike

Treasurer
Edwin Kietzman
Community Volunteer

Former President
Robert Lusk, MD
Providence Health & Services

At Large
William Patton
The Standard

Jim Armstrong
OnPoint Community Credit Union

Kurt Beadell
Vibrant Table Catering & Events

Brian Buck
Portland Trail Blazers

Tracy A. Curtis
Wells Fargo Bank

Mikki Gillette
Basic Rights Oregon

Paul Hempel
Community Volunteer

Jenn Klotz
Genentech, Inc.

Travis Marker
North Highland

John Nusser, MD
Peace Health Medical Group

William E. Spigner

Judge Susan M. Svetkey
Multnomah County Circuit Court

To Whom It May Concern:

Cascade AIDS Project (CAP) will provide services for participants referred by CAP and enrolled in Washington County's Shelter Plus Care program. Services will equal 25% of the value of the rent subsidies for Shelter Plus Care contracts under Part 578.

Below is a list of services CAP provides and offers to clients based on program eligibility. These services will be used as matched services:

- **Supportive Housing** provides housing case management to assist with long-term housing, short-term housing, and emergency rental assistance.
- **Bridges to Work** is an employment program for people living with HIV/AIDS who are considering returning to work. Bridges to Work takes a total comprehensive approach to helping people living with HIV/AIDS meet their vocational goals.
- **CareLink** provides connection to medical care for newly diagnosed, people incarcerated, and people out of medical care.
- **Cascadia Counseling** offers mental health counseling with a Cascadia Behavioral Healthcare counselor at the CAP office.
- **Furniture Warehouse Program** offers assistance with accessing furniture from the Community Warehouse.
- **Camp KC** is a week-long residential camp that provides children whose lives have been affected by HIV/AIDS the opportunity to enjoy a caring, safe, recreational and fun camping experience.
- **African American & Latino Services Navigation** provides culturally specific support in navigating the HIV medical care system for African Americans and Latinos with high needs.
- **Real Talk** is a monthly African American support group and Reencuentro is a monthly Latino support group. These groups address social, cultural and educational issues.
- **Peer Support Services** provide linkages to mental health and substance support through relationships built with Peer Support Specialists who share life experiences.

Thank you for this valuable program which provides stability for people living with HIV and their families.

Sincerely,

Tyler TerMeer
Executive Director

t > 503 223 5907
f > 503 223 6437
cascadaids.org

520 NW Davis St. Suite 215, Portland, OR 97209

Memorandum of Understanding
Between
Washington County Department of Housing Services
And
Housing Independence

Continuum of Care (CoC) Program
24 CFR Part 578

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Housing Independence ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Housing Independence has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Housing Independence, an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Housing Independence shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will

conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. Insurance. Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Housing Independence will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(J) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 6 day of FEBRUARY, 2018.

HOUSING INDEPENDENCE (“Provider”)

By Baren A. Viro
(Signature)

Executive Director
(Title)

Date 2/5/2018

WASHINGTON COUNTY ("Washington County")

By Rob Massar Rob Massar
(Signature) Asst. County Administrator

3/7/18

Date

Approved as to form:

By 
County Counsel, Washington County

Date 3/6/18



HOUSING INDEPENDENCE

9500 SW Barbur Blvd Ste 115
Portland, Oregon 97219
ad@housingindependence.org
503.272.8908

February 6, 2018

Annette Evans, Homeless Program Manager
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS 63
Hillsboro, OR 97124-3082

Re: Memorandum of Understanding (MOU) for Continuum of Care Program Legacy Shelter Plus Care

Dear Ms. Evans,

Housing Independence is committed to supporting adults with intellectual and developmental disabilities, live independently in the community. We support the individuals we work with in obtaining and retaining safe, secure, affordable housing.

Services include but are not limited to:

- Life skills training
- Activities of daily living
- Navigating their community
- Obtaining and retaining affordable housing
- Communication with Property Management
- budgeting
- Employment Opportunities
- Other Services as Needed

Attached is a list of Housing Independence's Board of Directors

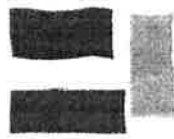
Sincerely,

Karen A. Voiss 2/12/18

Karen Voiss,

Executive Director

REC'D HAWCO-DHS
FEB 16 2018



HOUSING
INDEPENDENCE

9500 SW Barbur Blvd Ste 115

Portland, Oregon 97219

admin@housingindependence.org

503.272.8908

Board of Directors

Karen Voiss

Zachary Howell

Dan Freedman

Doug Waugh

Executive Director

Board President

Board Vice President

Board Secretary/Treasure

Memorandum of Understanding
Between
Washington County Department of Housing Services
And
LifeWorks Northwest

Continuum of Care (CoC) Program
24 CFR Part 578

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with LifeWorks Northwest ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

LifeWorks Northwest has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of LifeWorks Northwest, an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

LifeWorks Northwest shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

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- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
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When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will

conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

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- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and LifeWorks Northwest will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 *et seq.*).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(J) including the notification requirements, required lease provisions set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 1st day of March, 2018.

LIFEWORKS NORTHWEST ("Provider")

By [Signature]
(Signature)

President/CEO

(Title)

Date

2/21/18

WASHINGTON COUNTY ("Washington County")

By [Signature]
(Signature)

Rob Mascar

Asst. County Administrator

(Title)

Date

3/7/18

Approved as to form:

By [Signature]
County Counsel, Washington County

Date

3/6/18



February 16, 2018

Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS 63
Hillsboro, OR 97124-3072

To whom it may concern,

This letter is to verify that LifeWorks NW continues to be committed to providing the necessary preventative services to all agency clients enrolled in the Washington County Department of Housing Services Continuum of Care program. Services to be provided include any or all of the following:

- Mental health treatment services (e.g., psychiatric services, therapy services)
- Skills training
- Case management
- Peer Services
- Transportation assistance
- Supported employment and/or education services
- Crisis services
- Assistance in accessing all benefits deemed to be available to program participants
- Assistance in obtaining appropriate physical health care services
- Assistance in responding to any concerns expressed by property owners renting to clients enrolled in the CoC program
- Referral to appropriate chemical dependency treatment services and support in accessing those services

We look forward to continuing this partnership with the Washington County Department of Housing Services CoC program and appreciate the opportunity to access this important resource for the clients we serve in Washington County. Please feel free to contact me directly if I can be of any further assistance. Thank you.

Sincerely,

Mary Monahan
President/CEO
LifeWorks NW

Mental Health and
Addiction Services
for a Healthy
Community

300 NW Cornell Road
Hillsboro, OR 97122-9
Phone: 503.645.3581
Appointments: 503.645.9010
Administration Fax: 503.690.9605
Accounting/Billing/IT Fax: 503.533.0152
Clinical Fax: 503.629.8517
www.lifeworksnw.org

A United Way Partner

REC'D HAWC-DHS
FEB 27 2018

Memorandum of Understanding
Between
Washington County Department of Housing Services
And
Open Door Counseling Center

Continuum of Care (CoC) Program
24 CFR Part 578

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Open Door Counseling Center ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Open Door Counseling Center has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Open Door Counseling Center, an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Open Door Counseling Center shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to

participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the

Participant. If it is not clear that due process procedures were afforded, then Washington County will conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
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5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. Insurance. Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or

retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

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- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
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- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
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 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(j) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 25 day of JANUARY, 2018.

OPEN DOOR COUNSELING CENTER ("Provider")

By

(Signature)

(Title)

EXECUTIVE DIRECTOR

Date

01-25-2018

WASHINGTON COUNTY ("Washington County")

By

(Signature)

Rob Massar

(Title)

Asst. County Administrator

Date

4/18/18

Approved as to form:

By

County Counsel, Washington County

Date

4/16/18

January 25, 2018

Annette Evans, Homeless Program Manager
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS 63
Hillsboro, OR 97124-3082

RE: Letter of Commitment

Open Door, a non-profit private service provider, supports a collaborative and coordinated system to assist homeless persons obtain housing and supportive services necessary to achieve self-sufficiency. Continuum of Care program funding is a critical permanent housing component that supports the needs of homeless persons with disabilities within the Washington County Continuum of Care strategic plan.

In support of this program, Open Door will provide a cash match for this funding period in the form of case management, mental health services, addiction services, and life skills services for clients receiving Continuum of Care program rent subsidy.

The renewed funding will enable the Hillsboro/Beaverton/Washington County Continuum of Care to continue meeting a critical need for permanent housing.

Regards,



Jeremy Toevs
Executive Director
Open Door HousingWorks



- Pre-Purchase Counseling
- Foreclosure Prevention
- Reverse Mortgage Counseling
- Social Services
- Homeless Drop-In Center

**Open Door Counseling Center
Board Roster – 2018**

Officers

Position/Name	Address	Contact Information
Board Chair Served Since: 2010	Emily Lynn Knupp 1768 SE Tanager Circle Hillsboro, OR 97123	Attorney At Law (Emphasizing Family Law) Work: 503-640-6780 Mobile: 503-313-9345 Email: elknupp@hevanet.com
Secretary	Benni Coplin	Email: bkcope12@gmail.com
Treasurer Served Since: 2010	Emily Lynn Knupp 1768 SE Tanager Circle Hillsboro, OR 97123	Attorney At Law (Emphasizing Family Law) Work: 503-640-6780 Mobile: 503-313-9345 Email: elknupp@hevanet.com
Staff	Jeremy Toevs 34420 SW TV Highway Hillsboro, OR 97123	Executive Director Work: 503-748-0401 Mobile: 503-320-8909 Email: jtoevs@odhw.org

Board Members

Board Member Served Since: 2010	Chris Barry 36495 SW Bald Peak Road Hillsboro, OR 97123	Mortgage Broker, American Pacific Mortgage Phone: 503-356-2241 Mobile: 503-515-2309 Email: cbarry4449@gmail.com
Board Member Served Since: 2012	Dagne Thompson PO Box 487 Gaston, OR 97119	Private Investigator Mobile: 503-312-3241 Email: sleuth@teleport.com

Committee Leaders

Personnel	Emily Lynn Knupp
Budget and Finance	Chris Barry
Homeless Supportive Services	Jeremy Toevs
Fundraising/Community Relations	Jeremy Toevs

Memorandum of Understanding**Between****Washington County Department of Housing Services****And****Sequoia Mental Health Services, Inc.****Continuum of Care (CoC) Program****24 CFR Part 578**

(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)

1. Background:

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Sequoia Mental Health Services, Inc. ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Sequoia Mental Health Services, Inc. has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Sequoia Mental Health Services, Inc., an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Sequoia Mental Health Services, Inc. shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to

participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the

Participant. If it is not clear that due process procedures were afforded, then Washington County will conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. Insurance. Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or

retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Sequoia Mental Health Services, Inc. will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
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- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

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Provider agrees to comply with the following federal regulations:

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- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
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- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
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- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(J) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 1ST day of FEBRUARY, 2018.

SEQUOIA MENTAL HEALTH SERVICES, INC. ("Provider")

By Marcia Heller
(Signature)

Executive Director
(Title)

1-16-18
Date

WASHINGTON COUNTY ("Washington County")

(By Rob Massar
Signature) Rob Massar

Asst. County Administrator

[Signature]
(Title)

3/7/18
Date

Approved as to form:

By [Signature]
County Counsel, Washington County

3-5-18
Date

SEQUOIA

MENTAL HEALTH SERVICES, INC.

January 19, 2018

Ms. Annette Evans
Department of Housing Services
111 NE Lincoln Street, Suite 200-1, MS 63
Hillsboro, OR 97124

Dear Annette:

RE: Provider's Commitment Letter for Continuum of Care Program

Sequoia Mental Health Services is a mental health rehab and low income housing provider in Washington County. Sequoia's administrative office is located at 4585 SW 185th Avenue, Aloha, Oregon 97007 and can be reached by telephone at 503-591-9280.

Sequoia Mental Health Services has provided services in Washington County for over 30 years. Services include: psychiatric evaluations, medication management, case management, individual and family therapy, skills training, psycho-education, supportive housing, residential treatment, community outreach and addictions treatment.

Sequoia's utilization of the tenant based assistance under Shelter Plus Care Legacy projects, named as the Continuum of Care (CoC) program, takes place in two ways. First, Case Managers assist clients with the CoC application process, and where appropriate, continue to provide mental health rehab services to manage their mental health needs. Case Managers are also instrumental by helping the individual maintain permanent housing by minimizing conflicts with neighbors and landlords. These case management services and interventions support the provider's match for the CoC voucher program.

The encounter information used to verify Sequoia's match is secured through the use of the clinical data base and processed by the agency's financial department. Matching Services are derived from the clinical database by the financial department and coded to match those required by the APR (Annual Progress Report). By organizing the data in this way the database provides a very detailed dollar amount and the types of services provided to the CoC recipient.

Sequoia MHS is clearly in sync with the goals of the Continuum of Care program. As a mental health rehab agency it is our mission to help individuals achieve a greater self-determination. We work closely with Washington County Health and Human Services to reach this goal. Currently all of our outcomes are measured from a clinical based perspective.

The outcomes are measurable, with duration, and defined on the individuals treatment plan. Clinicians provide regular documentation that supports the established and agreed

upon goals of the individual. These plans are reviewed regularly, and when a goal is met, it is documented and other goals become the treatment focus.

Sequoia MHS Case Managers must complete an annual re-authorization for each client that includes an updated treatment plan. This information is then sent to Washington County Health and Human Services for review and approval. This process documents an individual's progress from year to year.

An evidenced based fidelity scale, known as the Locus Score is used measure an individual's progress or current functioning. The Locus guides and directs the Case Managers to rank an individual's treatment progress in a variety of areas including: mental health stability, life skills functioning, environmental stressors, and response/engagement with treatment. As the individual's goals are achieved and mental health stability maintained, the Locus Score helps the treatment team determine the client's readiness to transfer to a lower frequency of services. The Case manager continues to assist the individual and continues to support greater self-determination and continued success.

Sequoia MHS has had in place a successful Dispute and Resolution Policy. This policy is posted at all clinical and residential sites. The forms and directions for completing the document are also made available. The policy clearly defines the process for a Dispute and Resolution form and the time frame in which a response will be received.

Attached you will find a list of Board of Directors for Sequoia Mental Health Services. Other key personnel involved with the administration of the program's activities include: Kimberly Wilcox, Clinical Director, Jendy Ferris Financial Manager, and Robert Loverin, Housing Services Manager.

Sincerely,

Marcia Hille,
Executive Director

Enclosures: Board of Directors List

SEQUOIA

MENTAL HEALTH SERVICES, INC.

Board of Directors January 2018

Name	Address	Telephone #	Term Start	Term End
Frank Wall President	4411 NE Tillamook St Portland, OR 97213	503.335.3612 (H) 503.223.6066 (W) fwall@ipns.com	12/31/17	12/31/19
Greg Harris Vice-President	15279 SW Cabernet Drive Tigard, OR 97224	503.913.8570 gdharris77@gmail.com	12/31/17	12/31/19
Joe Christy Treasurer & Secretary	5705 NW Landing Drive Portland, OR 97229	503.629.4974 josephchristy@gmail.com	12/31/17	12/31/19
Katie Riley Board Member	250 NE Hillwood Dr. Hillsboro, Or 97124	503.640.8689 (H) 503.349.2965 (C) Katie@katieriley.org	12/31/16	12/31/18
Teresa LaFavor Board Member	190 SE 8 th Avenue, Ste. 260 Hillsboro, OR 97123	tlafavor@pacificu.edu	01/01/16	12/31/18
Patricia Blumenthal Board Member	3000 Sobo Lane West Linn, OR 97068	503-577-4461 (C) PBlumenthal@tpcllp.com	05/05/16	05/05/18
Wendy Kroger Board Member	12030 SW Settler Way Beaverton, OR 97003	503-679-8050 (C) krogerw@comcast.net	07/06/17	07/06/19
Marcia Hille Executive Director	4585 SW 185 th Ave Aloha, OR 97007	503.619.1945 (W) 503-460-7326 (C) mhille@sequoiamhs.org	2/2014	N/A

The board of directors of Sequoia Mental Health Services, Inc. meets on the first Thursday of every even numbered month. Executive Board meeting occurs on the first Thursday of every odd numbered month.

JAN 22 2018

CA 18-0098

Memorandum of Understanding**Between****Washington County Department of Housing Services****And****Luke-Dorf, Inc.****Continuum of Care (CoC) Program****24 CFR Part 578****(A legacy Shelter Plus Care project providing tenant-based permanent supportive housing)****1. Background:**

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Luke-Dorf, Inc. ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Luke-Dorf, Inc. has committed to participate in the tenant-based rent subsidized CoC Program and provide necessary services to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Luke-Dorf, Inc., an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Provider agrees to provide necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement for its clients to receive CoC rent subsidies under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Luke-Dorf, Inc. shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- e. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will

conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- f. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- g. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- h. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- i. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- j. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- k. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- l. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any rent assistance is issued under this Program, and must be updated annually.

- a. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- b. Workers' Compensation Insurance. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- c. Commercial General Liability Insurance. Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- d. Professional Liability/Errors and Omissions Insurance. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- e. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- f. Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- g. Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- h. Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- i. Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Luke-Dorf, Inc. will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS.* The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity.* The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements.* The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors.* The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).

- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(j) including the notification requirements, required lease provisions set forth set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

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The provider agrees to comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

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The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

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Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 12 day of JANUARY, 2018.

LUKE-DORF, INC. ("Provider")

By [Signature]
(Signature)

CEO
(Title)

JAN 12, 2018
Date

WASHINGTON COUNTY ("Washington County")

By [Signature]
(Signature)

County Administrator
(Title)

1/8/18
Date

Approved as to form:

By [Signature]
County Counsel, Washington County

1/29/18
Date



January 12, 2018

Ms. Annette Evans, Homeless Program Manager
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS 63
Hillsboro, OR 97124

Re: Exhibit A - Service Provider Commitment Letter

Dear Annette Evans:

This letter is to confirm that Luke-Dorf has a commitment to provide the following supportive services to Shelter Plus Care participants enrolled under our grants:

- Mental Health Services including case management, behavioral health counseling, annual mental health assessment and ongoing treatment planning, and linkage with community supports for socialization, medical care, and independence
- Psychiatric services including regular meetings with a Psychiatrist and provision of medications as well as assistance with medication monitoring
- Advocacy in the search for recovery, self-sufficiency, education appropriate entitlements, community supports and employment skills as well as link with Vocational Rehabilitation, Worksource and other employment resources
- Housing Search as appropriate to assist persons with psychiatric disabilities to establish and maintain independent and sustainable housing.

All services will be provided according to an approved service plan designed to promote the participant's recovery and independence.

We appreciate the opportunity to participate in this program of providing housing and services to people experiencing homelessness.

Sincerely,

John Trinh, CEO
Luke-Dorf, Inc.

2018 Luke-Dorf, Inc. Board of Directors

Member	Position	Spouse	Home	Work
Mr. Jon Meusch			17500 Pilkington Rd Lake Oswego OR 97035 Cell: 503-317-8469	Technical Sales Associate Transit/Rail Signalization Specialist ACT Traffic Solutions 12965 SW Herman Rd. Tualatin, OR 97062 Email: jon.meusch@acttrafficsolutions.com
Dr. Ken Kornelis			15235 Twin Fir Rd Lake Oswego	Psychologist Tel: 503-636-8654 Newburg Office: Tel: 503-538-6045 Email: kenkornelis@gmail.com
Mr. Bob Connell		Mrs. Teresa Connell	4555 SW Suam Way Tualatin, OR 97062 Tel: 503-691-2726 Cell: 503-720-5387	TSA (Retired) Email: cx3@comcast.net
Dr. Dave Peaslee	Secretary	Mrs. Mary Peaslee	13131 SW Knaus Rd. Lake Oswego, OR 97034 503-697-3498 Cell 5038064689	ER Doctor, St. Vincent's Hospital Email: david.peaslee@comcast.net
Ms. Debi Mollahan	Vice Chair	Chris Mollahan	24021 SW Morgan Lane Sherwood, OR 97140 503-625-1702 Cell: 503-880-8009	Tigard Chamber of Commerce 12345 SW Main Street Tigard, OR 97223 (503) 639-1656 Email: debi@tigardchamber.org www.tigardchamber.org
Mr. Jamey McDonald	Chair		13125 SW Hall Blvd. Tigard, OR 97223	Commander, City of Tigard Police Department Tigard, OR Desk 503-718-2572 Office 503-639-6168 Email: mcdjamey@msn.com
Ms. Kim Marshall			23658 SW Redfern Dr., Sherwood, OR 97140	Coordinator Washington County Project Homeless Connect (503) 201-2631 Email: kim@phcwashco.org

Memorandum of Understanding**Between****Washington County Department of Housing Services****And****Sequoia Mental Health Services, Inc.****Continuum of Care (CoC) Program****24 CFR Part 578**

(A legacy Shelter Plus Care project providing project-based permanent supportive housing)

Tri-Haven**12 SRO-Units****18715 SW Blanton Street, Aloha, OR 97007****1. Background:**

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Sequoia Mental Health Services, Inc. ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Sequoia Mental Health Services, Inc. has committed to participate in the project-based rent subsidized CoC Program and provide necessary services to the target population residing at the Tri-Haven. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Sequoia Mental Health Services, Inc., an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

Sequoia Mental Health Services, Inc. will accept rental assistance funding from Washington County based upon the provision of twelve (12) project-based SRO-units located at 18715 SW Blanton Street, Aloha, Oregon. Provider agrees to provide subsidized rental assistance and necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement to receive CoC rent subsidies for its clients under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Sequoia Mental Health Services, Inc. shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to accept HUD funded rental assistance to provide rental assistance for 12 project-based SRO units and to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.75(2)(d), the provider will provide meals or meal preparation facilities for all Participants receiving supportive housing who are identified as homeless persons with disabilities.
- e. Pursuant to 24 CFR 578.75(f), the Provider will provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of this Agreement.
- f. Pursuant to 24 CFR 578.51(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- g. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are

serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- h. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- i. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- j. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- k. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- l. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- m. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.

- n. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any voucher is issued under this Program, and must be updated annually.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Sequoia Mental Health Services, Inc. will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.

4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS*. The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity*. The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements*. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors*. The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace*. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.

- e. *Conflict of Interest.* The conflict of interest provisions set forth in 24 CFR 578.95.
- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).
- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(J) including the notification requirements, required lease provisions set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

9. Term:

The term of this MOU shall commence upon execution and will continue for five (5) years as long as funding is available or, unless terminated sooner by either party pursuant to Section 10 herein. At the end of the five-year term, the Provider and Washington County may agree to renew the MOU by amending the term and conditions of this Agreement or by executing new agreement.

10. Termination:

This MOU may be terminated for any reason by either Washington County or Provider upon thirty (30) days advance written notice to the other party. Washington County may terminate this MOU upon ten (10) days advance written notice to Provider if it determines that Provider is in noncompliance with the requirements of the CoC Program or its obligations under this MOU and Provider fails to correct such noncompliance within 10 days of being notified of such in writing by Washington County or HUD.

Washington County may terminate this MOU immediately if it fails to receive adequate funding from HUD for the Continuum of Care Program or legacy Shelter Plus Care project under the Continuum of Care Program.

Upon termination of this MOU by either party, the Provider agrees within sixty (60) days of the effective date of termination of this MOU to notify all existing program Participants, in writing, of the decision to terminate program services and to provide the program Participants assistance in securing supportive services with other participating service provider organizations. The Provider agrees, within thirty (30) days of the effective date of termination of this MOU, to provide Washington County with all reports and records required under Section 6 herein which shall include all information required to be reported up to and through the date of termination of this MOU.

11. Overpayment:

If, during the term of this MOU, the Provider fails to submit supporting documentation of matching service or cash amounts for each program Participant that are at least equal to twenty five percent (25%) of the amounts it is receiving for rental assistance on behalf of the Participant, or Washington County determines that a program Participant sponsored by the Provider is not entitled to housing assistance payments or any part thereof, Washington County may recover the full amount of any such overpayments from Provider and, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Provider (including amounts due to Provider under any other MOU, grant or program housing assistance contract with Washington County).

12. Amendment:

This MOU may only be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 15th day of December, 2017.

SEQUOIA MENTAL HEALTH SERVICES, INC. ("Provider")

By Marcus Kille
(Signature)

Executive Director
(Title)

11-16-17
Date

WASHINGTON COUNTY ("Washington County")

By Rob Masser
(Signature)

Asst. County Administrator

(Title)

12/4/17
Date

Approved as to form:

By Al C. Byrne
County Counsel, Washington County

12/11/17
Date

SEQUOIA

MENTAL HEALTH SERVICES, INC.

November 21, 2017

Ms. Annette Evans
Department of Housing Services
111 NE Lincoln Street, Suite 200-1, MS 63
Hillsboro, OR 97124

Dear Annette:

RE: Provider's Commitment Letter for Continuum of Care Program

Sequoia Mental Health Services formerly known as Homestreet - Banyan Tree is a behavioral health and low income housing provider in Washington County. Sequoia's administrative office is located at 4585 SW 185th Avenue, Aloha, Oregon 97007 and can be reached by telephone at 503-591-9280.

The merged agency that is now Sequoia Mental Health Services has provided services in Washington County for over 30 years. Services include: psychiatric evaluations, medication management, case management, individual and family therapy, skills training, psycho-education, supportive housing, residential treatment, community outreach and addictions treatment.

Sequoia's utilization of the tenant based assistance under Shelter Plus Care Legacy projects, named as the Continuum of Care (CoC) program, takes place in two ways. First, Case Managers assist clients with the CoC application process, and where appropriate, continue to provide mental health rehab services to manage their mental health needs. Case Managers are also instrumental by helping the individual maintain permanent housing by minimizing conflicts with neighbors and landlords. These case management services and interventions support the provider's match for the CoC voucher program.

The encounter information used to verify Sequoia's match is secured through the use of the clinical data base and processed by the agency's financial department. Matching Services are derived from the clinical database by the financial department and coded to match those required by the APR (Annual Progress Report). By organizing the data in this way the database provides a very detailed dollar amount and the types of services provided to the CoC recipient.

Sequoia MHS is clearly in sync with the goals of the Continuum of Care program. As a mental health rehab agency it is our mission to help individuals achieve a greater self-determination. We work closely with Washington County Health and Human Services to reach this goal. Currently all of our outcomes are measured from a clinical based perspective.

REC'D HAWC-DHS

NOV 27 2017

The outcomes are measurable, with duration, and defined on the individual's treatment plan. Clinicians provide regular documentation that supports the established and agreed upon goals of the individual. These plans are reviewed regularly, and when a goal is met, it is documented and other goals become the treatment focus.

Sequoia MHS Case Managers must complete an annual re-authorization for each client that includes an updated treatment plan. This information is then sent to Washington County Health and Human Services for review and approval. This process documents an individual's progress from year to year.

An evidenced based fidelity scale, known as the Locus Score is used measure an individual's progress or current functioning. The Locus guides and directs the Case Managers to rank an individual's treatment progress in a variety of areas including: mental health stability, life skills functioning, environmental stressors, and response/engagement with treatment. As the individual's goals are achieved and mental health stability maintained, the Locus Score helps the treatment team determine the client's readiness to transfer to a lower frequency of services. The Case manager continues to assist the individual and continues to support greater self-determination and continued success.

Sequoia MHS has had in place a successful Dispute and Resolution Policy. This policy is posted at all clinical and residential sites. The forms and directions for completing the document are also made available. The policy clearly defines the process for a Dispute and Resolution form and the time frame in which a response will be received.

Attached you will find a list of Board of Directors for Sequoia Mental Health Services. Other key personnel involved with the administration of the program's activities include: Jennifer Jim, Clinical Director, Jendy Ferris Financial Manager, and Robert Loverin, Housing Services Manager.

Sincerely,

Marcia Hille,
Executive Director

Enclosures: Board of Directors List

SEQUOIA

MENTAL HEALTH SERVICES, INC.

Board of Directors January 2017

Name	Address	Telephone #	Term Start	Term End
Frank Wall President	4411 NE Tillamook St Portland, OR 97213	503.335.3612 (H) 503.223.6066 (W) fwall@ipns.com	12/31/15	12/31/17
Greg Harris Vice-President	15279 SW Cabernet Drive Tigard, OR 97224	503.913.8570 gdharris77@gmail.com	12/31/15	12/31/17
Joe Christy Treasurer & Secretary	5705 NW Landing Drive Portland, OR 97229	503.629.4974 josephchristy@gmail.com	12/31/14	12/31/16
Jean Newcomb Board Member	11500 S.W. LynnrIDGE Ave Portland, Oregon 97225	503.644.3987 (H) jfnvwn@aol.com	12/31/15	12/31/16
Katie Riley Board Member	250 NE Hillwood Dr. Hillsboro, Or 97124	503.640.8689 (H) 503.349.2965 (C) Katie@katieriley.org	12/31/14	12/31/16
Teresa LaFavor Board Member	190 SE 8 th Avenue, Ste. 260 Hillsboro, OR 97123	tlafavor@pacificu.edu	01/01/16	12/31/17
Patricia Blumenthal Board Member	3000 Sobo Lane West Linn, OR 97068	503-577-4461 (C) PBlumenthal@tpcllp.com	05/05/16	05/05/18
Wendy Kroger Board Member	12030 SW Settler Way Beaverton, OR 97003	503-679-8050 (C) krogerw@comcast.net	07/06/17	07/06/19
Marcia Hille Executive Director	4585 SW 185 th Ave Aloha, OR 97007	503.619.1945 (W) 503-460-7326 (C) mhille@sequoiamhs.org	2/2014	N/A

The board of directors of Sequoia Mental Health Services, Inc. meets on the first Thursday of every even numbered month. Executive Board meeting occurs on the first Thursday of every odd numbered month.

Memorandum of Understanding**Between****Washington County Department of Housing Services****And****Luke-Dorf, Inc.****Continuum of Care (CoC) Program****24 CFR Part 578****(A legacy Shelter Plus Care project providing project-based permanent supportive housing)****Hillsboro Graduated Independent Living Program****7 SRO-Units****486 SE Washington Street, Hillsboro, OR 97123****1. Background:**

The Continuum of Care Program ("CoC Program") is funded by a grant from the United States Department of Housing and Urban Development ("HUD"), and is designed to provide both affordable housing and a full range of services to homeless individuals with disabilities. A person shall be considered to have a disability if such person has a physical, mental, developmental or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

The CoC Program is administered by the Washington County Department of Housing Services ("Washington County"), Grantee/Recipient, in partnership with Luke-Dorf, Inc. ("Provider", a nonprofit service provider agency).

2. Purpose of Memorandum of Understanding:

Luke-Dorf, Inc. has committed to participate in the project-based rent subsidized CoC Program and provide necessary services to the target population residing at the Hillsboro Graduated Independent Living Program (HGILP). The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and responsibilities of Luke-Dorf, Inc., an identified service provider and hereinafter referred to as "Provider". The Provider agrees to deliver necessary services to the target population receiving rental assistance through this CoC Program.

3. Scope of Services:

LD Horizon Property Management LLC, the property management division of Luke-Dorf, Inc., will accept rental assistance funding from Washington County based upon the provision of seven (7) project-based SRO-units located at 486 SE Washington Street, Hillsboro, Oregon. Provider agrees to provide subsidized rental assistance and necessary services to the target population served by this CoC Program in compliance with the requirements of 24 CFR Part 578 and as described in the Provider's Commitment Letter, incorporated herein and attached hereto as Exhibit A. Provider's entitlement to receive CoC rent subsidies for its clients under this MOU is contingent upon (1) The U.S. Department of Housing and Urban Development (HUD) providing funding to Washington County as allocated by the U.S. Congress in amounts adequate to continue the CoC Program, (2) Washington County receiving an evaluation by HUD indicating that the CoC Program's performance is acceptable or better; and (3) HUD's renewal of the Washington County CoC Program grant application when such renewal is necessary to continue rent subsidies throughout the term of this MOU.

Luke-Dorf, Inc. shall provide the name of its designated employee who will serve as the Provider's Program Contact and be responsible for administering the program on behalf of the Provider's clients. Washington County's designated Occupancy Specialist will provide guidance regarding program regulations and reporting requirements under the program. The Provider and Washington County shall timely notify the other, in writing, whenever there is a change in designated personnel administering the program. Provider will ensure that personnel administering CoC funds attend training sessions offered by HUD and Washington County. Provider will ensure that personnel administering CoC funds attend meetings to participate in CoC Program policy making, processes and system discussions to improve CoC Program performance outcomes.

Washington County shall administer all grant requirements to include reporting requirements, providing technical assistance and training to CoC service providers, and administering rental subsidies including rent calculations and HQS inspections.

4. Specific Program Requirements:

Provider agrees to comply with the following program requirements:

- a. Pursuant to 24 CFR 578.73, the Provider agrees to accept HUD funded rental assistance to provide rental assistance for 7 project-based SRO units and to match the HUD-funded rental assistance at least 25 percent with cash or in-kind match supportive services described in Exhibit A, and to make such supportive services available to Participants during the entire term of this MOU. The Provider must report qualifying match and program outcome documentation at least annually to Washington County within 45 days of the grant term ending, and shall make available actual service hour records, invoicing of services and all other match documentation for reporting purposes and on-site monitoring.
- b. Pursuant to 24 CFR 578.75(g), the Provider will provide for the consultation and participation of at least one homeless individual on Provider's board of directors or other equivalent policymaking entity regarding any housing assisted through the CoC Program and related services.
- c. Pursuant to 24 CFR 578.75(e), the Provider agrees to ensure that adequate supportive services are available to Participants in its program and to conduct ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of such services to ensure long-term housing stability with adjustments as appropriate.
- d. Pursuant to 24 CFR 578.75(2)(d), the provider will provide meals or meal preparation facilities for all Participants receiving supportive housing who are identified as homeless persons with disabilities.
- e. Pursuant to 24 CFR 578.75(f), the Provider will provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of this Agreement.
- f. Pursuant to 24 CFR 578.51(2)(l) and 24 CFR 578.75(h), Provider agrees to require Participants to enter into written lease agreements for initial terms of at least one (1) year and that such agreements shall be automatically renewable for terms that are a minimum of one (1) month except on prior notice by either party. In addition to the standard lease provisions, the occupancy agreement shall also include a service agreement provision requiring Participants to take part in the supportive services that are not disability-related services provided through the project as a condition of continued participation in the program offered by Provider.
- g. Pursuant to 24 CFR 578.91, the Provider shall provide Participants with a written copy of the program rules and the termination process. Participation in the program begins at the time of attending the Washington County Housing Briefing, and prior to housing lease-up. Provider agrees that if it chooses to terminate assistance to a Participant who violates program requirements of conditions of occupancy, that it will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a Participant's assistance is terminated only in the most severe cases.

When terminating assistance to a Participant, the Provider agrees that it shall provide a formal process that recognizes the rights of individuals to receive due process.

Due process, at a minimum, shall consist of:

- (1) Written notice to the Participant containing a clear statement of the reasons for termination;
- (2) A review of the decision in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the Participant.

Prior to notifying the Participant of the termination decision, the Provider will provide a copy of the termination decision and any associated response by the Participant to the Washington County CoC Program Occupancy Specialist for review. If it is clear that due process was afforded, Washington County will concur with the decision and the Provider can promptly forward the termination notice to the Participant. If it is not clear that due process procedures were afforded, then Washington County will conduct a review of the termination process with the Provider and the Program Participant to determine if termination is warranted.

Provider shall provide prior notice to Washington County when discontinuing acceptance of rental assistance payments on behalf of terminated program Participants. Should Provider fail to provide prior notification of participation termination to Washington County, Provider shall be required to reimburse Washington County for the cost of any rental assistance paid on behalf of the terminated program Participant from the point of termination until Washington County received actual notice of the termination. The issuance of a notice of termination to a Participant shall end any obligation of Washington County to provide rental assistance payments on behalf of the terminated Participant.

- h. Pursuant to 24 CFR 578.87(b), the Provider agrees to comply with all restrictions applicable to faith-based organizations and faith-based activities set forth in 24 CFR 5.109.
- i. Provider agrees to accept referrals for eligible homeless Participants from the jurisdiction's centralized assessment system, commonly known as Community Connect, and to provide the certifications required in 24 CFR 578.23(c).
- j. Provider shall provide outreach and marketing of the program directed toward homeless (as defined in 24 CFR 578.3) persons with disabling conditions who have a night-time residence that is an emergency shelter, safe haven or place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g. persons living in cars, streets, parks).

Washington County agrees to comply with the following program requirements:

- k. Pursuant to 24 CFR 578.75, Washington County will conduct inspections of units in accordance with housing quality standards (HQS) under 24 CFR 982.401. Before any rent assistance will be provided on behalf of the program Participant, Washington County will physically inspect each unit to ensure that the unit meets HQS, and will inspect all units at least annually.
- l. Pursuant to 24 CFR 578.51, Washington County will administer rent assistance funds for program Participants to include a one-time security deposit not to exceed 1 month of rent. The unit must be rent reasonable in relation to rents being charged for comparable unassisted units in accordance with 24 CFR 578.51(g).
- m. Pursuant to the requirements of 24 CFR 578.77, Washington County will develop procedures for determining rent calculations and the amount of rental assistance payments.
- n. Washington County will develop procedures for administering the applicant wait list for the program.

5. Indemnity and Insurance:

Provider agrees to indemnify and hold harmless Washington County, its officers and employees, against any and all liability for injury and damages caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of its obligations specified in this MOU. The Provider shall carry and have in effect General Liability, Workers' Compensation, and Automobile and Professional Liability Insurance coverage as required by law and appropriate. Proof of coverage and insurance certificates must be submitted to and received by Washington County before any voucher is issued under this Program, and must be updated annually.

6. Record Keeping and Reporting:

Pursuant to 24 CFR 578.103:

- a. *General.* Washington County and Luke-Dorf, Inc. will establish and maintain standard operating procedures for ensuring program funds are used in accordance with the requirements of this part, and will maintain records to enable HUD to determine compliance to the CoC Program rules.
- b. *Homeless Status.* Provider will provide acceptable evidence of the homeless verification as set forth in 24 CFR 576.500(b). This will include a signed copy of the Homeless Verification and Self-Declaration completed by the homeless individual and the Community Connect staff.
- c. *Annual Income.* Pursuant to 24 CFR 103(a)(6), Washington County will retain documentation of annual income for each program Participant who receives housing assistance where rent or an occupancy charge is paid by the program Participant.
- d. *Program Records.* The Provider will retain the following documentation:
 1. Verification of Homeless Status for each program Participant.
 2. Services and assistance provided to program Participants, to include documentation on the types of supportive services and the amounts spent on those services.
 3. Record of Annual Assessment of Services for program Participants in the program more than one year and adjustment of service package accordingly, to include case management services.
 4. Compliance with the termination of assistance requirement in 24 CFR 578.92, as applicable.
 5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Homeless participation in accordance with 24 CFR Part 578.75(g).
 7. Compliance with Faith-based activities requirement under 24 CFR 578.87(b).
 8. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential. HMIS Privacy Notice shall be provided to Participants prior to data collection and entry into ServicePoint HMIS.
 9. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- e. *Program Participant Records.* Washington County will retain the following documentation:
 1. Verification of Homeless Status
 2. Personal Declaration Packet, to include copy of Participant personal identification, verification of disability by a physician or healthcare provider certified to make the disability diagnosis.
 3. Compliance with Housing Quality Standards in 24 CFR 578.75(b), including inspection reports.
 4. Match documentation for each program Participant received from the Provider, to include the source and use of contributions made to satisfy the match requirement.

5. Conflict-Of-Interest records to show compliance with the conflict-of-interest requirement in 24 CFR Part 578.103(11).
 6. Affirmatively Further Fair Housing marketing, outreach documents and other documentation used to inform eligible persons of the program.
 7. Written confidentiality procedures to ensure records containing protected identifying information of any program Participant who applies for and/or receives assistance will be kept secure and confidential.
 8. Record Retention of all Participant and program records for at least five (5) years from the date of Participant exit of the program or the grant term, whichever comes later, in accordance with 24 CFR 578.103(c).
- f. *ServicePoint HMIS*. The Provider agrees to participate in the local and national evaluation of the federal CoC Program using the ServicePoint HMIS (Homeless Management Information System). The jurisdictions HMIS is administered by the Washington County Department of Housing Services.

7. Compliance with Federal Regulations:

Provider agrees to comply with the following federal regulations:

- a. *Nondiscrimination and equal opportunity*. The Fair Housing Act (42 U.S.C. 3602-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- b. *Disclosure requirements*. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- c. *Debarred, suspended or ineligible contractors*. The prohibitions at 2 CFR part 2424 on the use of debarred, suspended or ineligible contractors and Participants.
- d. *Drug-Free Workplace*. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 2 CFR part 2429. Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the Provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.
- e. *Conflict of Interest*. The conflict of interest provisions set forth in 24 CFR 578.95.

- f. *Audits and Record Keeping.* Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the CoC Program, including but not limited to, the requirements of 24 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR part 578.
- g. *Environmental review.* The HUD environmental review requirements set forth in 24 CFR part 50.
- h. *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB) in accordance with the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to federal agencies on September 14, 2010 (75 FR 55669).
- i. *The Coastal Barriers Resources Act.* The Coastal Barriers resources Act of 1982 (16 U.S.C. 3501 et. seq., depending on the type of assistance requested.
- j. *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the residential Lead-Based Paint hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R.
- k. *Protections for victims of domestic violence, dating violence, sexual assault or stalking.* The requirements set forth 24 CFR 5, Subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA and the requirements of 24 CFR 578.99(j) including the notification requirements, required lease provisions set forth therein.
- l. *Section 3 of the Housing and Urban Development Act.* Section 3 of the Housing and Urban development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
- m. *Accessibility and integrated housing services for persons with disabilities.* Accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973(24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36).

8. Fair Housing - Nondiscrimination and Equal Opportunity:

The provider agrees to nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) and the requirements of 24 CFR 578.93, as applicable. The Provider shall affirmatively further fair housing, to include:

- a. Affirmatively market supportive services and housing to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain record of those marketing activities.
- b. Where a condition or action that impedes fair housing choice for current or prospective program Participants, the Provider will report such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- c. Provide program Participants with information on rights and remedies available under applicable federal, state and local fair housing and civil rights laws.

The Provider agrees to develop, and make available to the public upon request, procedures that describe how units will be identified for program Participants, and how Participants will be placed in or assisted in finding appropriate housing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 1st day of November, 2017.

LUKE-DORF, INC. ("Provider")

By [Signature]
(Signature)

CEO
(Title)

Oct. 20, 2017
Date

WASHINGTON COUNTY ("Washington County")

By [Signature]
(Signature)

Andy Duyck

~~Chairman Board of Commissioners~~
(Title)

10/31/2017
Date

Approved as to form:

By [Signature]
County Counsel, Washington County

10/25/17
Date

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 17-88, 89, 90
DATE 4-18-17
BY Barbara Hejtmancik
CLERK OF THE BOARD



October 20, 2017

Ms. Annette Evans, Homeless Program Coordinator
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200
Hillsboro, OR 97124

Re: Exhibit A - Service Provider Commitment Letter

Dear Annette Evans:

This letter is to confirm that Luke-Dorf has a commitment to provide the following supportive services to Shelter Plus Care participants enrolled under our grants:

- Mental Health Services including case management, behavioral health counseling, annual mental health assessment and ongoing treatment planning, and linkage with community supports for socialization, medical care, and independence
- Psychiatric services including regular meetings with a Psychiatrist and provision of medications as well as assistance with medication monitoring
- Advocacy in the search for recovery, self-sufficiency, education appropriate entitlements, community supports and employment skills as well as link with Vocational Rehabilitation, Worksource and other employment resources
- Housing Search as appropriate to assist persons with psychiatric disabilities to establish and maintain independent and sustainable housing.

All services will be provided according to an approved service plan designed to promote the participant's recovery and independence.

We appreciate the opportunity to participate in this program of providing housing and services to people experiencing homelessness.

Sincerely,

John Trinh, CEO
Luke-Dorf, Inc.