



## PHA Profile: Home Forward Housing Development Project Using Project-based Section 8: Bud Clark Commons

### Basic PHA Stats

Location: Portland, Oregon  
Housing Choice Vouchers: 8,244  
Public Housing Apartments: 2,545



### Description of the Housing Development

The Apartments at Bud Clark Commons offer 130 studio homes that serve residents who are highly vulnerable and have been experiencing chronic homelessness. One hundred percent of the residents are selected using the Vulnerability Assessment Tool. Nine of the apartments have physical accommodations for accessibility. The Bud Clark Commons is an innovative partnership between the Portland Housing Bureau, Home Forward (the new name of the Housing Authority of Portland), Transition Projects, and Multnomah County. The Commons is one of only a handful of facilities throughout the country that combines different elements of service for people experiencing homelessness: a day access center, a 90-bed shelter for homeless men, and permanent supportive housing. See the attached [“Home Forward Bud Clark Commons Overview”](#) for more information.

Project Details	
Total Number of Units	130
Total Development Cost	\$46,951,075
Number of Units dedicated to homeless or special-needs populations	130
Homeless or special-needs populations served	The most vulnerable chronically homeless as demonstrated by scores on the Vulnerability Assessment Tool
Developer	Home Forward
Owner (managing member)	RAC Housing Limited Partnership (Home Forward, General Partner)
Property Manager	Home Forward
Service Provider(s)	Home Forward, Cascadia Behavioral Healthcare, Outside In, Coalition of Community Mental Health Clinics

### Capital Sources

Capital Source	Yes/No
Low Income Housing Tax Credits	Yes
Federal (HOME, CDBG, SHP, other)	Yes
State Sources	Yes
Local Sources	Yes

## Operating Sources

Operating Sources	Yes/No
Project-based Section 8	Yes
HUD McKinney-Vento Operating (SHP, SPC)	No
State Sources	No
Local Sources	No

## Service Sources

Service Sources Used	Yes/No
Project-based Section 8 cashflow	Yes
Medicaid	No
State Sources	No
Local Sources	Yes

## Partners

Partner Name	Type of Organization/ Role in Program
Cascadia Behavioral Healthcare	Homelessness, Mental Health and Addiction Service Provider See attached " <a href="#">Home Forward Cascadia Agreement</a> "
Outside In	Homeless and Youth Service Provider See attached " <a href="#">Home Forward BCC Outside In Agreement</a> "
Coalition of Community Mental Health Clinics	Mental Health Service Provider

## Words of Wisdom

"We are very pleased with the success of the program. After nearly a year of operation, over 80% of the original residents are still living at the BCC. Even though participation in services is voluntary, nearly 84% of residents have participated at least once. Eighty-three residents are participating in case management, 57 in mental health treatment and 14 in substance abuse treatment. The success of the property depends heavily on relationships developed while the property is being developed. The success of the BCC would not be possible without the support of service providers, clinics, the police and the neighborhood. In terms of the physical development it is critical to have sufficient and functional office space. There is a need for space for staff to both do their work gather in private as a team to provide time for decompression."

## Contact Person for PHAs interested in implementing a similar program:

Name	Title	Phone	Email
Rachael Duke	Manager of Operations and Partnerships	(503) 280-4001	<a href="mailto:rachael.duke@homeforward.org">rachael.duke@homeforward.org</a>



Transition  
Projects Inc.

**HAP**  
HOUSING AUTHORITY OF PORTLAND



# BUD CLARK COMMONS

FINAL Monthly Report, June 2011

# *Bud Clark Commons Development*

*(Formerly known as the Resource Access Center)  
(Or RAC Development)*

## *Preface*

The Portland City Council adopted Resolution No. 36367 on December 21, 2005 thereby adopting “Home Again: A Ten Year Plan to End Homelessness” (the Plan). The Plan contemplated a Resource Access Center (“RAC”) which would provide homeless people with quick and direct access to programs that move them directly into permanent housing. The RAC is critical to the implementation of the City’s next phase in its 10-Year Plan to End Homelessness. The 10-year Plan envisioned a facility that would address the three guiding principles of the Plan;

- ❖ Focus on the most chronically homeless populations;
- ❖ Streamline access to existing services in order to prevent and reduce other homelessness; and
- ❖ Concentrate resources on programs that offer measurable results.
- ❖ This project is meant to address those goals, as well as to provide not only shelter housing but a continuum of low income housing options.

In the Fall of 2007, the City of Portland approached the Housing Authority of Portland with a request that HAP serve as the owner and master developer of the facility. The City also requested that Transition Projects Inc. serve as the operator of the RAC.

It is our joint hope and goal to develop what will be a signature undertaking in Portland, recognized within the region, the State and nationally as a model for a sustainable and compassionate approach to the work of ending homelessness.

## *What is the Bud Clark Commons development*

The Bud Clark Commons development is comprised of the following elements:

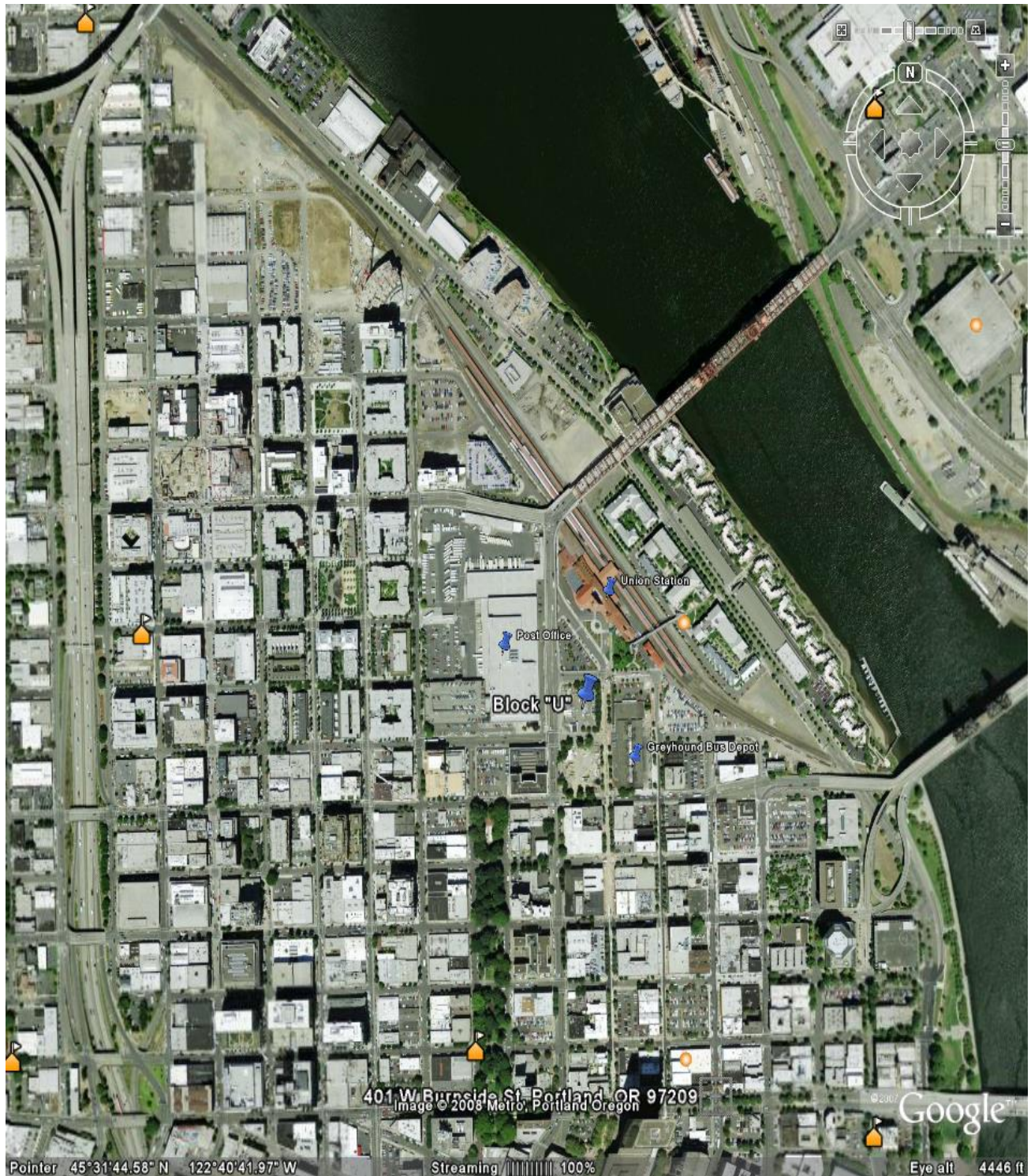
- **The Day Center** - A central intake and information sharing area with services that will include a day area (including a courtyard accommodating approx. 50 people at a time), resource information, ID assistance, birth certificate assistance, TriMet tickets, food boxes, hygiene items, long distance calls, access to case management and shelter waitlists, lockers, showers, clothing rooms, laundry facilities, mail and message service, telephones, internet/computer stations, bicycle parking, and a pet area.
- **Housing** - 130 studio units of housing on the top five floors of the facility designed to cover a half-block building footprint. Income ranges are anticipated to be between 0 - 40% of Median Family Income. Operating subsidies will include an allocation of public housing units and project-based Section 8 vouchers.
- **The Shelter** - A 90-bed men's transitional shelter that provides sleeping, living and dining areas, as well as food storage, restrooms, and laundry facilities. Replaces the current TPI Glisan Street Shelter two blocks away.

## *Where is the Bud Clark Commons development*

The Bud Clark Commons development is located in North Old Town, on a site formerly owned by the Portland Development Commission, and known as Block "U".

- The block is bounded by Hoyt and Irving Streets to the south and north respectively, and Sixth and Broadway Avenues to the east and west respectively.
- The site is at the cross roads of two neighborhoods, Old Town/Chinatown and the Pearl District. The RAC site will serve as a gateway into the City's downtown as people traverse Broadway Avenue.
- Neighboring uses include Amtrack's Union Station, the Greyhound Bus Depot and the U.S. Postal Service's Main office across Broadway. The City has been in negotiations with the Postal Service to acquire their location and redevelopment plans call for a mix of commercial, retail, office and housing uses.
- The Pacific Northwest College of Art will soon take up residence in a nearby building and light rail is immediately contiguous to the site, along Sixth Avenue.
- The addresses for the components of the development are:
  - The Apartments at Bud Clark Commons: 655 NW Hoyt, Portland Oregon 97209
  - Donation Entrance: 665 NW Hoyt, Portland, OR 97209
  - Doreen's Place (Shelter Entrance): 610 NW Broadway, Portland, OR 97209
  - Bud Clark Commons (Day Center): 650 NW Irving, Portland, OR 97209





## *NARRATIVES*

### *Planning & Design*

#### Past 30 Days

- Reviewing acoustical conditions in community rooms.

#### Next 60 Days

- Implement acoustical recommendations from consultant.

### *Community Relations*

#### Past 30 Days

- The grand opening celebration was held June 2<sup>nd</sup>, 10:00 am.

#### Next 60 Days

- Using RACC's public art process, a selection committee will be convened to steer the development of the art residency program and select the artists. It's anticipated that committee members will be asked to serve 2-3 year terms. A selected artist will typically spend about 6 months as an "artist in residence".

### *Construction*

#### Past 30 Days

- Complete sidewalk and civil work
- Complete punch list items for all floors
- Complete flush out of building
- Begin moving staff and residents i

#### Next 60 Days

- Obtain Final Certificate of Occupancy
- Complete punch list items for all floors

### *Community and Support Services (CSS)*

#### Past 30 Days

- Applicants started the move in process on June 21.

- As of June 30, we have 29 residents.
- Applicants for the Apartments at Bud Clark Commons continue to be assessed, screened and certified.
- Bud Clark Commons apartment staff participated in three day all staff training prior to lease up.
- The Apartments at Bud Clark Commons staff have been available to staff through three shifts and on weekends, staffing the Bud Clark Commons 24 hours a day seven days a week.

#### Next 60 days

- Applicants will continue to be assessed, screened and certified.
- 71 people will successfully move in.

## *Finance*

#### Past 30 Days

- Distributed the shelter contributions out of the partnership and to HAP.
- Continued monitoring of development progress, costs and available funding. HAP issued tax-exempt bonds are 90% drawn, while construction progress is at 100%.
- Development proceeds are sufficient to pay construction costs and carry the development through initial operations and stabilization.
- Monitoring the initial operating and lease-up budget and cash flow for initial rental management operations and residential services.
- Continued regular reporting to funders on progress of construction, uses of funds and sufficiency of funding to complete the development.
- Submitted draw requests for reimbursement and current costs for PDC/PHB grant sources, HAP sources and bond sources.
- The balanced development budget is provided below. Budget pressures are listed below.

#### Next 60 Days

- Continue closing contracts and processing final invoices for final accounting of development costs and start of cost certification activities.
- Continue to monitor the initial operating and lease up budget and cash flow for initial rental management operations and resident services.
- Continue processing invoice payments and draw requests from loans and grants.
- Continue reporting to funders on progress of lease-up, uses of funds and sufficiency of funding to complete the development.
- Continue compiling request for second capital contribution from the limited partner.
- Continue on preparations for the partial bond pay-down in August and for the final bond pay-off in January 2012.



## *Budget Pressures*

- Construction: The construction process is complete with only punch list items remaining to be completed.
- Furniture and Fixtures: Furniture installation is complete.
- Operations: Staff and residents have begun to occupy the building in accordance with the approved Operations Plan. Currently in the Lease Up Phase of the project.

## REPORTS

Budget

Source Of Funds	Permanent Period	Current Permanent	Current Construction	Amount Drawn / Incurred	% Incurred	Remaining Budget
<b>Overall BCC Development</b>						
Tax-Exempt Bond Debt	0	-	23,155,000	20,918,650	90.34%	2,236,350
LIHTC LP Equity	11,739,262	11,739,262	1,173,926	1,173,926	100.00%	0
HAP General Partner Capital Contribution						
PDC Tax Exempt TIF Contribution Hsg	1,427,162	1,427,162	1,427,162	1,214		
PDC Tax Exempt TIF Contribution Hsg	13,572,838	13,572,838	-			
PDC Taxable TIF Contribution Day Ctr	5,210,557	5,210,557	5,210,557	4,647,184		
HAP PDC TIF Contribution - (GP Equity)	20,210,557	20,210,557	6,637,719	4,648,398	70.03%	1,989,321
HAP RE Sale Proceeds - (GP Equity)	1,217,344	1,217,344	1,217,344	1,163,755	95.60%	53,589
HAP Reinv Dev Fee - (GP Equity)	651,940	651,940	211,441	455,606	215.48%	(244,165)
Subtotal HAP GP Capital Contribution	22,079,841	22,079,841	8,066,504	6,267,759	77.70%	1,798,745
HAP Omnibus Loan						
PDC Tax Exempt TIF Contribution Hsg	2,435,248	2,435,248	2,435,248	2,141,551		
PDC Taxable TIF Contribution Housing	2,872,018	2,872,018	2,872,018	1,027,887		
HAP PDC TIF Contribution - Omnibus Portion	5,307,266	5,307,266	5,307,266	3,169,438	59.72%	2,137,828
HAP HUD CFRC Proceeds- Omnibus Loan Portion	3,278,370	3,278,370	-	-		-
HAP BETC/ETO/Green - Omnibus Portion	500,000	500,000	287,703	-	0.00%	287,703
Subtotal HAP Omnibus Loan	9,085,636	9,085,636	5,594,969	3,169,438	56.65%	2,425,531
Bond Proceed Interest Earned	64,159	64,159	64,159	-	0.00%	64,159
HAP Deferred Developer Fee	-	-	-	-		-
<b>Total Partnership Sources</b>	<b>42,968,898</b>	<b>42,968,898</b>	<b>38,054,559</b>	<b>31,529,773</b>	<b>82.85%</b>	<b>6,524,786</b>
	-	-	-	-	0.00%	-
HAP General Partner Capital Contribution	-	-	-	-		-
HAP PDC TIF Contribution - Shelter 103 TE Bonds	3,368,715	3,368,715	3,368,715	2,505,343	74.37%	863,371
HAP PDC TIF Contribution - Shelter Taxable Bonds	613,462	613,462	613,462	420,666	68.57%	192,795
<b>Total Project Sources</b>	<b>46,951,075</b>	<b>46,951,075</b>	<b>42,036,735</b>	<b>34,455,783</b>	<b>81.97%</b>	<b>7,580,952</b>

Use Of Funds	Permanent Period	Current Permanent	Construction Period	Amount Incurred *	% Incurred	Remaining Budget
<b>Overall BCC Development</b>						
Acquisition Costs	-	8,200	8,200	8,200	100.00%	-
Construction, Sitework, FF & E	31,312,653	30,979,844	30,979,844	30,479,030	98.38%	500,814
Development Costs, Studies, Reports & Permits	1,407,791	1,263,092	1,263,092	1,167,321	92.42%	95,771
General Fees, Contracted Services & Fees	8,304,815	9,042,515	5,362,321	5,788,391	107.95%	(426,069)
Financing and Interest Charges	3,260,332	2,444,464	2,444,464	1,676,759	68.59%	767,705
Reserves, Organizational Costs & Start-up	2,665,484	3,212,960	1,978,814	409,272	20.68%	1,569,542
<b>Total Project Uses</b>	<b>46,951,075</b>	<b>46,951,075</b>	<b>42,036,735</b>	<b>39,528,973</b>	<b>94.03%</b>	<b>2,507,762</b>

LESS: Accounts Payable 655,688

Financing Surplus or (Deficit) - (0) (0) (4,417,502) 5,073,190

Legend

\* The amount incurred will no longer include unpaid retention.

## Contract Summary

BUD CLARK COMMONS CONTRACT CONTROL REPORT - JUNE 2011								
Contract #	Description	Scope	Original Contract	Contract Changes	Current Contract Budget	Incurred thru June 2011	Remaining Contract	Target % of Total Contract
c0322	Holst Architecture	A & E Services	\$2,939,486	\$173,455	\$3,112,941	\$2,959,953	\$152,987	20% goal
c0378	Walsh Construction	CM/GC Services	\$2,432,609	\$27,430,503	\$29,863,112	\$28,636,866	\$1,499,246	20% goal
c0830	Alternative Solutions	I-Net Connections	\$0	\$14,062	\$14,062	\$14,062	\$0	
c0093	Ballard Spahr Andrews & Ingersoll, LLP	On-Call Legal Services / Agency Contract	\$0	\$4,323	\$4,323	\$4,323	\$0	
t0366	Ballard Spahr Andrews & Ingersoll, LLP	On-Call Legal Services / Agency Contract	\$0	\$112,000	\$112,000	\$101,780	\$10,220	
c0066	Bryan Potter Design	Graphic Design / Agency Contract	\$0	\$720	\$720	\$720	\$0	
c0627	Carlson Testing, Inc.	Surveying Services	\$47,608	\$20,000	\$67,608	\$67,600	\$8	
t0182	CSG Advisors	Financial Consulting	\$0	\$9,500	\$9,500	\$9,383	\$117	
c0126	Ford Graphics	Printing Services; Agency Contract	\$0	\$48	\$48	\$48	\$0	
t0367	Foster Pepper & Schefelman PLLC	On-Call Legal Services / Agency Contract	\$0	\$330,000	\$330,000	\$227,131	\$102,869	
c0656	Housing Development Center	Property Management Consultant / Agency Contract	\$0	\$8,992	\$8,992	\$8,992	\$0	
c0356	Inclusivity	Facilitate Day-Retreat for RAC Team	\$4,000	\$0	\$4,000	\$4,000	\$0	
c0349	Johnson & Gardner	Market Survey	\$8,500	\$0	\$8,500	\$6,156	\$2,344	
c0486	Johnson & Gardner	Additional Market Survey	\$5,000	\$0	\$5,000	\$4,868	\$132	
c0937	Lane Powell PC	Legal Services - Adjacent Property	\$15,000	\$0	\$15,000	\$10,090	\$4,909	
c0345	Merak Surveying, LLC	Physical Survey	\$8,872	\$29,159	\$38,031	\$38,031	\$0	
t0380	Multnomah Tree Experts	On-Call Consulting Arborist Services; Agency Contract	\$0	\$1,000	\$1,000	\$778	\$221	ESB; 100%
c0711	National Certified Testing Laboratories (Northwest)	Window Testing Services	\$25,000	\$0	\$25,000	\$12,754	\$12,246	
c0470	Novogradac & Company LLP	Tax Credit Basis Review	\$1,000	\$0	\$1,000	\$950	\$50	
t0504	Novogradac & Company LLP	On-Call Tax Consultant Services	\$0	\$12,100	\$12,100	\$5,813	\$6,287	
t0202	PBS Engineering	On-Call Engineering Services	\$5,000	\$0	\$5,000	\$4,299	\$700	
c0364	PBS Engineering	Geotech Study	\$20,000	\$47,000	\$67,000	\$60,249	\$6,751	
c0653	Portland, City of, BES (Bureau of Environmental Services)	Revenue contract for ECOROOF Program towards a "green" roof	(\$16,905)	\$0	-\$16,905	\$0	(\$16,905)	
c0699	Portland General Electric	Electrical Service	\$298,223	\$0	\$298,223	\$298,223	\$0	
c0350	Precision Images	Printing Services; Agency Contract	\$0	\$95,093	\$95,093	\$95,093	\$0	
c0588	Regional Arts and Culture Council	Art Program and In-residency Program Design	\$250,008	\$0	\$250,008	\$156,697	\$93,311	
t0166	Robertson, Merryman Barnes Architects	On-Call Architectural & Engineering Services - Agency Contract	\$0	\$2,560	\$2,560	\$2,520	\$40	WBE, 100%
t0185	Shiels Oblatz Johnsen, Inc.	On-Call Project Management Services / Agency Contract	\$0	\$13,494	\$13,494	\$13,494	\$0	
c0070	Stoel Rives	Legal Services / Agency Contract	\$0	\$43,683	\$43,683	\$43,683	\$0	
c0468	Wannamaker Consulting	NEPA work	\$59,998	\$0	\$59,998	\$59,998	\$0	WBE; 100%
c0827	Wrate, Timothy	IT I-NET Connections	\$0	\$1,050	\$1,050	\$1,050	\$0	
Totals					\$34,451,091	\$32,849,604	\$1,875,533	

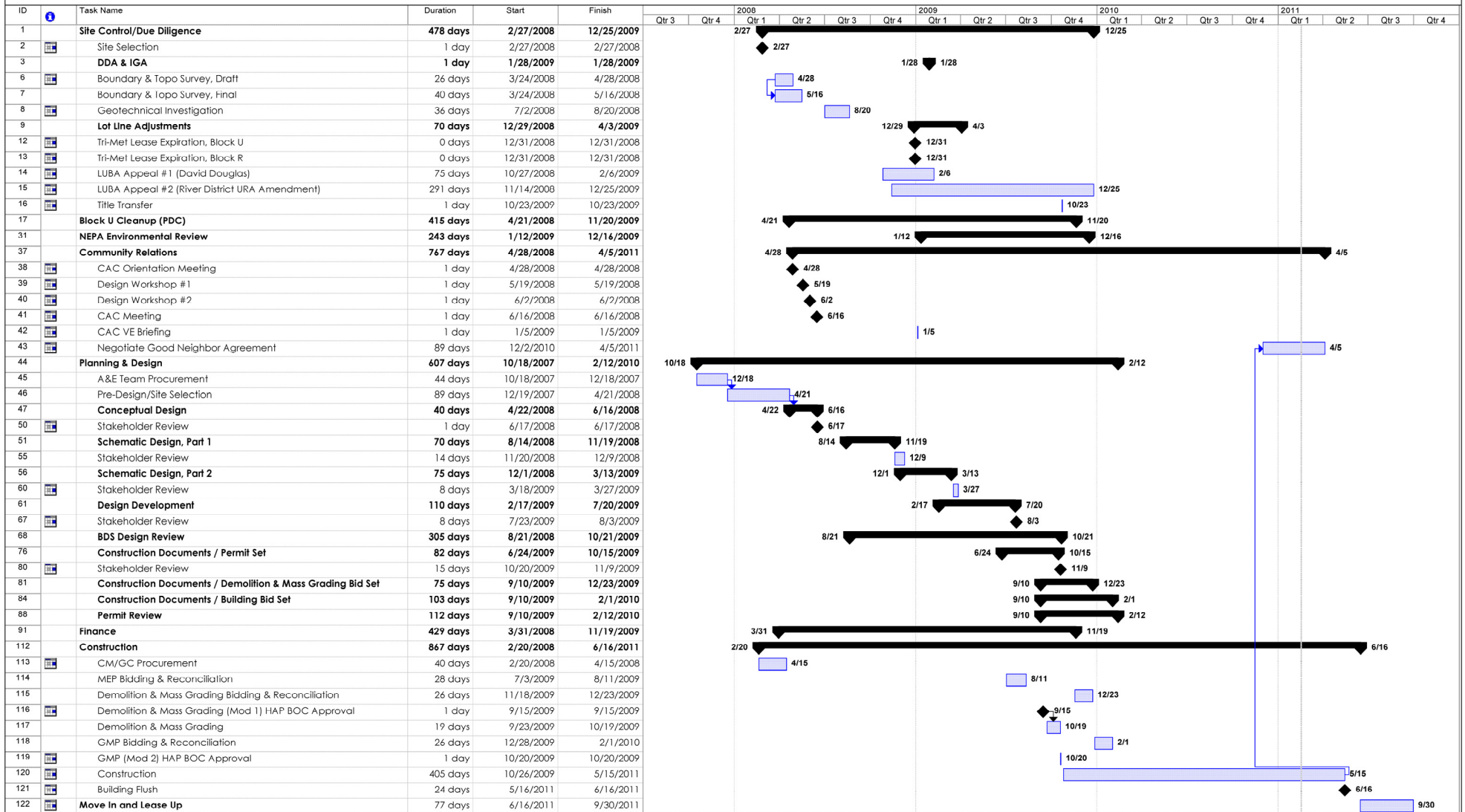
## Target Business Summary

BUD CLARK COMMONS								
TARGET BUSINESS REPORT - JUNE 2011								
Businesses	Sub Of	Current Budget	Incurred thru June 2011	% Incurred	MBE	WBE	ESB	DBE
<b>Personal and Professional Services</b>								
(Target Subs) List								
ABHT	Holst Architecture	\$ 307,500	\$ 307,723	100%	\$ 307,500			
Czopek & Erdenberger	Holst Architecture	\$ 26,518	\$ 26,518	100%		\$ 26,518		
Mayer/Reed	Holst Architecture	\$ 144,690	\$ 138,255	96%		\$ 144,690		
Multnomah Tree Experts		\$ 1,000	\$ 778	78%			\$ 1,000	
Robertson, Merryman Barnes Architects		\$ 2,560	\$ 2,520	98%		\$ 2,560		
Wannamaker Consulting, Inc.		\$ 59,998	\$ 59,998	100%		\$ 59,998		
	<b>Professional Services Budget</b>	<b>\$ 542,266</b>	<b>\$ 535,792</b>	<b>99%</b>	<b>\$ 307,500</b>	<b>\$ 233,766</b>	<b>\$ 1,000</b>	
	Holst Architecture	\$3,112,941						
	<b>% of Target Business Aspirational Goal</b>	<b>17%</b>						
<b>Construction</b>								
<b>Pre-Construction Services</b>								
(Target Subs) List								
Buffalo Welding	Walsh Construction	\$ 297,725	\$ 297,725	100%	\$ 297,725			
Cero's LLC, dba Alert Security Asset Protection	Walsh Construction	\$ 112,638	\$ 112,638	100%			\$ 112,638	
Crown Fire Systems, Inc.	Walsh Construction	\$ 292,041	\$ 292,041	100%			\$ 292,041	
Edmondsons Drapery, Inc.	Walsh Construction	\$ 51,004	\$ 51,004	100%			\$ 51,004	
Faison Construction, Inc.	Walsh Construction	\$ 43,640	\$ 43,640	100%	\$ 43,640			
Fox Architectural Signs	Walsh Construction	\$ 43,481	\$ 43,481	100%		\$ 43,481		
H & L Corporation	Walsh Construction	\$ 488,980	\$ 488,980	100%		\$ 488,980		
Innovative Metal Design	Walsh Construction	\$ 350,235	\$ 350,235	100%			\$ 350,235	
M & M Construction Services, Inc.	Walsh Construction	\$ 818,468	\$ 818,468	100%			\$ 818,468	
Milbradt Painting, Inc.	Walsh Construction	\$ 137,057	\$ 137,057	100%	\$ 137,057			
Northwest Masonry Restoration	Walsh Construction	\$ 93,079	\$ 93,079	100%			\$ 93,079	
Portland Coatings	Walsh Construction	\$ 113,206	\$ 113,206	100%			\$ 113,206	
Quality Building Services, Inc.	Walsh Construction	\$ 34,831	\$ 34,831	100%			\$ 34,831	
Raimore Construction	Walsh Construction	\$ 42,734	\$ 42,734	100%	\$ 42,734			
Sundown Electric	Walsh Construction	\$ 83,036	\$ 83,036	100%	\$ 83,036			
Turtle Mountain Construction Co.	Walsh Construction	\$ 172,304	\$ 172,304	100%	\$ 172,304			
Western Rebar	Walsh Construction	\$ 779,762	\$ 779,762	100%		\$ 779,762		
Academy Specialties	Suppliers & 2nd Tier Subs	\$ 160,104	\$ 160,104	100%		\$ 160,104		
Building Specialties, NW	Suppliers & 2nd Tier Subs	\$ 2,060	\$ 2,060	100%		\$ 2,060		
DC Custom Silk Screening (Fox)	Suppliers & 2nd Tier Subs	\$ 5,926	\$ 5,926	100%		\$ 5,926		
D&H Flagging, Inc.	Suppliers & 2nd Tier Subs	\$ 12,319	\$ 13,319	108%		\$ 12,319		
D & K Associates, Inc.	Suppliers & 2nd Tier Subs	\$ 8,500	\$ 4,750	56%			\$ 8,500	
Hillebrand Construction (RDF Builders)	Suppliers & 2nd Tier Subs	\$ 908,616	\$ 908,616	100%			\$ 908,616	
JB Engravers, Inc. (MSI Mechanical)	Suppliers & 2nd Tier Subs	\$ 3,000	\$ 743	25%		\$ 3,000		
Jackson Acoustical Supply, LLC (Anning-Johnson)	Suppliers & 2nd Tier Subs	\$ 231,704	\$ 231,704	100%	\$ 231,704			
Mesher Supply Co (MSI Mechanical)	Suppliers & 2nd Tier Subs	\$ 450,925	\$ 452,329	100%		\$ 450,925		
Pacific Coast Air Balancing Co, Inc.	Suppliers & 2nd Tier Subs	\$ 36,500	\$ 36,500	100%			\$ 36,500	
Point Monitor (Dynalectric)	Suppliers & 2nd Tier Subs	\$ 34,415	\$ 34,415	100%			\$ 34,415	
Priced Right Construction, Inc. (MSI Mechanical)	Suppliers & 2nd Tier Subs	\$ 22,552	\$ 22,552	100%			\$ 22,552	
RA Bush Construction, Inc. (Anning-Johnson)	Suppliers & 2nd Tier Subs	\$ 28,435	\$ 27,575	97%			\$ 28,435	
Reigncom, Inc. (Dynalectric)	Suppliers & 2nd Tier Subs	\$ 460,310	\$ 514,891	112%		\$ 460,310		
Reliant Plumbing & Mechanical, Inc. (American Heating)	Suppliers & 2nd Tier Subs	\$ 626,224	\$ 629,916	101%	\$ 626,224			
Santana Crane, Inc.	Suppliers & 2nd Tier Subs	\$ 2,225	\$ 2,225	100%		\$ 2,225		
Sterling Floors, Inc. (Floor Solutions)	Suppliers & 2nd Tier Subs	\$ 100,000	\$ 47,651	48%			\$ 100,000	
TA Onchi, LLC	Suppliers & 2nd Tier Subs	\$ 398,200	\$ 398,200	100%	\$ 398,200			
TNT Mechanical Insulation (American Heating)	Suppliers & 2nd Tier Subs	\$ 88,229	\$ 82,288	93%			\$ 88,229	
TNT Mechanical Insulation (MSI Mechanical)	Suppliers & 2nd Tier Subs	\$ 42,822	\$ 42,822	100%			\$ 42,822	
Tri Phase Electrical Supply Co, LLC (Dynalectric)	Suppliers & 2nd Tier Subs	\$ 338,225	\$ 365,382	108%		\$ 338,225		
Valve Instrument & Pipe, LLC (MSI Mechanical)	Suppliers & 2nd Tier Subs	\$ 80,136	\$ 82,472	103%	\$ 80,136			
Waco Scaffold	Suppliers & 2nd Tier Subs	\$ 1,360	\$ 1,360	100%	\$ 1,360			
West Coast Air Products	Suppliers & 2nd Tier Subs	\$ 1,475	\$ 1,475	100%		\$ 1,475		
	<b>Subtotal for Subs and Suppliers</b>	<b>\$ 7,998,483</b>	<b>\$ 8,023,496</b>	<b>100%</b>	<b>\$ 2,114,120</b>	<b>\$ 2,748,792</b>	<b>\$ 3,135,571</b>	
	Walsh Construction	\$29,863,112						
	<b>Target Business Aspirational Goal</b>	<b>20%</b>						
	<b>Total Target Business Amounts</b>	<b>\$ 8,540,749</b>	<b>\$ 8,559,288</b>	<b>100%</b>	<b>\$ 2,421,620</b>	<b>\$ 2,982,558</b>	<b>\$ 3,136,571</b>	
	<b>Total Construction and Professional Services</b>	<b>\$ 32,976,053</b>						
	<b>Total Target Business Percentage for BCC</b>	<b>26%</b>						

Although many of the utilized firms are certified in more than one category, they are tracked here in only one category. The hierarchy is as follows: Minority-Owned, Women-owned and then if not counted in either of the two previous categories: Emerging



**BUD CLARK COMMONS  
MASTER DEVELOPMENT SCHEDULE (SHORT VERSION)**



## **Home Forward Bud Clark Commons**

### **“Outside In”Scope of Services**

Outside In’s STRIDE Program will provide SSI/SSDI benefits enrollment assistance to BCC residents via a Benefits Assistance Specialist at .75FTE.

#### **Client Selection Eligibility & Engagement**

- Work with BCC Resident Service staff to determine appropriate clients for the STRIDE Program.
- Provide on-site and off-site services as needed, including office appointments, appointments at the Social Security office etc.

#### **Provide SSI/SSDI benefits enrollment assistance**

- Facilitate and provide psychiatric and medical assessments as needed. Psychological assessments will be provided by Outside In’s Psychiatric Nurse Practitioner.
- Provide client support, advocacy and case coordination in SSI/SSDI benefits enrollment.

#### **Reporting & Communication**

- Communicate weekly with Resident Services Staff regarding client appointments, progress in obtaining benefits.
- Provide monthly reports to the Resident Services Supervisor indicating # of clients served and status of each case.
- Provide final report at end of six month contract, including a summary and follow-up instructions for each claimant if contract is not extended.

#### **Number of Clients Served**

- Conduct preliminary screenings with 20 potential claimants per month.
- Maintain an active case load of 15 clients per month with 30 active clients being served in a six month period.
- Receive SSI/SSDI application approvals by the third month of the contract. Maintain an average length of time for a successful individual application of three months.
  - Expected approval rate at first submission is 85% with most of the initial denials being approved in the second resubmission.
- At end of initial contract of six months, 6-10 will be approved with an estimated 25-30 applicants awaiting approval.



**HOUSING AUTHORITY OF PORTLAND  
PERSONAL SERVICES CONTRACT  
No. C1009**

This contract for services is entered into by and between the Housing Authority of Portland, hereinafter called HAP, and Cascadia Behavioral Healthcare, hereinafter called Contractor.

Whereas HAP has need for the personal services of an individual or firm with the particular training, skills, ability, knowledge, and experience possessed by the Contractor, now therefore, Contractor agrees to provide these services beginning June 22, 2011, ("Effective date") through June 30, 2012. The Contractor agrees to provide the personal services as outlined in **Exhibit A**, attached hereto and incorporated by reference, and in performing these services it is understood and agreed that these services are subject to the following:

1. CONTRACT PROVISIONS - All provisions of the documents below are incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.
  - a. Written contract modifications executed by the parties after contract award.
  - b. This contract form.
  - c. Proposal requirements as set forth in HAP's Informal Request for Proposals, #5/11-130.
  - d. Contractor's informal proposal.
2. TIME IS OF THE ESSENCE - Time is of the essence in the performance of this Contract. Contractor's failure to perform services on time shall be a material breach of this contract. If Contractor fails to perform services on time, HAP at its discretion, may procure those services, to the extent not already performed by Contractor, from another source. If the price paid by HAP for services procured from another source under this Paragraph is higher than the price under this contract, HAP may deduct that difference from any amount HAP owes Contractor.
3. INDEPENDENT CONTRACTOR STATUS - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees, officers or agents of HAP. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for services under this Contract. Although HAP reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Contractor shall be free from HAP's direction and control over the means and manner of providing the labor or service.

Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall provide and pay for all labor, materials, equipment, utilities and other goods or services necessary for full contract performance unless this contract specifically provides otherwise.

Contractor agrees, warrants, represents and certifies that:

- a. Contractor will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- b. Contractor is not eligible for any federal social security, unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits form compensation or payments made to Contractor under this Contract.

- c. Contractor has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor performed as an independent contractor in the previous year.
  - d. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
  - e. The work or services performed under this Contract shall be performed in a good and workmanlike manner.
  - f. Upon HAP's request, Contractor shall provide HAP with evidence reasonably satisfactory to HAP confirming the foregoing covenants and warranties.
4. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST - Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under this contract or assign or transfer any interest in this Contract, without obtaining the express prior written consent of HAP. In any case, this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
5. NO THIRD PARTY BENEFICIARIES - HAP and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons.
6. RECORDKEEPING; ACCESS TO RECORDS - Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- Contractor agrees that HAP and its authorized representatives shall have access to all books, documents, papers and records of the Contractor that are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.
7. KEY PERSONNEL - Contractor acknowledges and agrees that HAP selected Contractor and is entering into this Contract because of the special qualifications of Contractor's key personnel. In particular, through this Contract, HAP is engaging the expertise, experience, judgment, and personal attention of Liora Berry ("key personnel"). Contractor shall not reassign or transfer the key personnel to other duties or positions, such that the key personnel [ARE/IS] no longer available to provide HAP with [HIS/HER/THEIR] expertise, experience, judgment and personal attention, without first obtaining HAP's prior written consent to such reassignment or transfer. In the event Contractor requests that HAP approve a reassignment or transfer of the key personnel, HAP shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).
8. NONDISCLOSURE - Contractor agrees not to divulge to third parties, without the written consent of HAP, any information obtained from or through HAP in connection with the performance of this contract unless:
- a. The information is known to Contractor prior to obtaining the same from HAP.
  - b. The information is, at the time of disclosure by Contractor, then in the public domain, or
  - c. The information is obtained by Contractor from a third party who did not receive same, directly or indirectly from HAP. Contractor further agrees not to disclose to any third party any information developed or obtained by Contractor in the performance of this contract, without the written consent of HAP, except to the extent that such information falls within one of the categories described in (a), (b), (c), above.
9. OWNERSHIP OF WORK PRODUCT - All work product of Contractor that results from this Contract ("the work product") is the exclusive property of HAP. If, for any reason, the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to HAP all of Contractor's right, title and interest in an to any and



all of the work product, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HAP may reasonably request in order to fully vest such rights in HAP. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10. FOREIGN CONTRACTOR – If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Contract.
11. COMPENSATION - HAP shall pay Contractor for work performed under this Contract after the effective date as set out above. The payment shall be full compensation for actual time incurred for services provided and/or actual expenses incurred per scope of services outlined in the contract. The total amount of compensation under this Contract shall not exceed \$160,000.00. This fee is based on actual time incurred for services provided.
12. REIMBURSABLE EXPENSES – Contractor will bill HAP for the following expenses in addition to other compensation, due and payable to Contractor within thirty (30) days of receipt:
  - a) Travel expenses necessary to perform services will be billed at actual cost and include airfare, car rental, per diem allowance and hotel charges.
  - b) Airfare on traveling coach and not to exceed \$0.00 per round trip.
  - c) Hotel cost not to exceed \$0.00 per day.
  - d) Car rental fee not to exceed \$0.00 per day.
  - e) Per diem allowance not to exceed \$0.00 per day.

Any reimbursable expenses not detailed in this paragraph will not be allowed by HAP.
13. TIME OF PAYMENT – Contractor will, within twenty (20) calendar days after the end of each month, submit a statement to HAP describing the services performed by the Contractor during that month and the portion of the fee which is payable with respect to those services. Contractor shall reference the Contract number on such statements. HAP will pay each statement within thirty (30) days after receipt, except that the final statement will not be payable by HAP until thirty (30) days after HAP's acceptance of the final product.
14. EARLY TERMINATION - This Contract may be terminated as follows:
  - a. This Contract may be terminated by mutual consent of both parties at any time.
  - b. HAP in its sole discretion may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.
  - c. Either HAP or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 14(c), HAP may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
15. PAYMENT ON EARLY TERMINATION - Upon termination pursuant to paragraph 14, payment shall be made as follows:
  - a. If terminated under 14(a) or 14(b) for the convenience of HAP, HAP shall pay Contractor for work performed prior to termination date if such work was performed in accordance with the contract. HAP shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim HAP may have against Contractor.

- b. If terminated under paragraph 14(c) by the Contractor due to a breach by HAP, then HAP shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the contract.
  - c. If terminated under paragraph 14(c) or 14(d) by HAP due to a breach by the Contractor, then HAP shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which HAP is entitled.
16. REMEDIES - In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 14(c) by HAP due to a breach by the Contractor, HAP may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to HAP the amount of reasonable excess.
  - b. In addition to the remedies in paragraphs 14 and 15 for a breach by the Contractor, HAP also shall be entitled to any other equitable and legal remedies that are available.
  - c. If HAP breaches this Contract, Contractor's remedy shall be limited to termination of the contract and receipt of contract payments to which Contractor is entitled.
17. NOTICE - Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Contractor or HAP at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this paragraph. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice given by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against HAP, such facsimile transmission must be confirmed by telephone notice to the Executive Director. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
18. RECYCLABLE MATERIALS - Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract.
19. ERRORS - Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to HAP.
20. NON-DISCRIMINATION - Contractor agrees to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes and ordinances, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07). Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
21. ADHERENCE TO LAW - Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following paragraphs. Failure to comply with this Section shall be a breach of this Contract.
- a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amount due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220
  - b. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the

employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services. All employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. ORS 279B.230

- c. Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.). ORS 279B.235

22. WORKERS' COMPENSATION INSURANCE -

- a. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Contractor in the performance of the work, either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance shall be provided as outlined in **Exhibit B**.
- b. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
- c. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide HAP with a certificate of insurance coverage showing compliance with this section prior to such expiration.

23. INDEMNIFICATION -

- a. Contractor hereby releases and shall indemnify, defend, and hold harmless HAP, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of Contractor, Contractor's subcontractor, or of anyone acting under Contractor's direction or control or on Contractor's behalf in connection with or incidental to the performance of this contract. HAP shall be indemnified and held harmless to the fullest extent permitted by law. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.
- b. Contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming HAP as indemnitee.

24. INSURANCE - Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without providing thirty (30) days' written notice from the Contractor or its Insurer(s) to HAP. Contractor shall commence no work under this Contract until all insurance requirements have been met. Evidence of insurance coverage(s) shall be provided as outlined in **Exhibit B**. If any of the referenced insurance is due to expire before the completion of the work, Contractor will renew or replace such insurance coverage and provide HAP with a certificate of insurance coverage showing compliance with this provision prior to such expiration.

Failure of HAP to demand insurance certificates or other evidence of full compliance with these insurance requirements or failure of HAP to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

25. CONTRACT RENEWAL - HAP shall have the option to renew this contract for 4 additional one (1) year period(s) by notice in writing mailed or delivered to Contractor not less than thirty (30) days prior to contract anniversary. All contract terms shall apply during any renewal period. The first contract anniversary shall be one (1) year from the effective date of this contract.

26. COST ADJUSTMENT - In the event that option years under this contract are exercised, hourly rates and other costs for the previous contract year may be increased or decreased as a result of documented changes in Contractor's labor or material costs. Contractor shall provide supporting cost information in sufficient detail to permit HAP to perform the cost analysis required by HUD in 24 CFR 85.36(f). Contractor shall notify HAP of cost adjustments no later than sixty (60) days prior to the end of the current contract year. Promptly after HAP receives the notice and data required under this paragraph, HAP and Contractor shall negotiate an adjustment in contract costs.
27. PROHIBITED INTERESTS
- a. No HAP Board member, officer, employee or agent shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with HAP, except to the extent such interest is permitted and disclosed as may be required under applicable law and HAP policy.
  - b. No HAP Board member, officer, employee or agent shall solicit or accept, and Contractor shall not offer or give to any HAP Board member, officer, employee or agent, any gratuities, favors, or anything of monetary value, in connection with the administration of this contract, except to the extent permitted by applicable law and HAP policy.
  - c. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.
28. FEDERAL REQUIREMENTS - This contract is funded in part under a financial assistance agreement between HAP and the U.S. Department of Housing and Urban Development. This contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in **Exhibit C**, which is attached to, and made a part of, this contract.
29. GOVERNING LAW - This contract is entered into within the State of Oregon, and the law of said state, whether substantive or procedural, shall apply to this contract. Any litigation between HAP and the Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
30. SEVERABILITY - If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and the provision shall be stricken.
31. WAIVER - The failure of HAP to enforce any provision of this Contract shall not constitute a waiver by HAP of that or any other provision.
32. ENTIRE AGREEMENT - This Contract, including all exhibits attached hereto, sets forth the entire agreement between the parties and replaces or supersedes all prior discussions and agreements between the parties related to the same subject matter. The parties agree that any modification whatsoever to this Contract must be mutual and in writing and signed by individuals authorized to bind each of the parties contractually. Such modification, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, HAP and Contractor have executed this Contract as of the date and year first written above.

**SIGNATURES ON FOLLOWING PAGE**



## CONTRACTOR DATA AND SIGNATURE

Contractor Name: CASCADIA BEHAVIORAL HEALTHCARE, INC.

Contractor Address: PO BOX 8459, PORTLAND OR 97207

Contractor Telephone: 503-963-7766 Contractor Fax: 503-552-6277

### Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company  
☐ Limited Liability Partnership ☐ Sole Proprietorship ☒ Other Non-Profit

Federal Tax ID#: 93 - 0770054 or SSN#: - - -

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number, if none, the Social Security number provided above.

**Certification:** The individual signing on behalf of the Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

  
Signature

DERALD WALKER, PhD  
Name (please print)

CEO-PRESIDENT

Title

Date

July 26, 2011

### HOUSING AUTHORITY OF PORTLAND SIGNATURE

  
Signature

Steve Rudman  
Name (please print)

Title

Date

Executive Director  
8/10/11

## Exhibit A

### SCOPE OF SERVICES

1. Place two QMHP credentialed Case Manager Staff at the Bud Clark Commons (BCC), including hiring, training and on-going supervision. Case Managers will
  - assess needs and provide case management services to residents of the BCC.
  - develop a Residential Service Plan with each assigned resident, in collaboration with the larger BCC team and external staff.
  - compile and maintain resident charts, including keeping up-to-date progress notes and entering relevant information into the Family Metrics Database.
  - assist other residential staff with a review of high risk cases and the development of crisis plans, including review and debriefing of critical incidents.
  - assist residents and other residential staff to create therapeutic groups and other shared activities within the BCC community.
  - provide coordination of care services between residents and their off-site service providers, including accompanying clients to off-site appointments when necessary.
  - work with the larger BCC team to expand service delivery and enrich program development, always maintaining up-to-date knowledge of services, resources and activities in the community.
  - complete Behavioral Health Assessments (including Level of Care scoring) and Individual Service and Support Plans required for billing, mental health diagnosing,
  - coordinate with psychiatric providers,
  - compile and maintain the electronic medical record (EMR) using Cascadia's Essentia EMR system,
  - place residents on "designee holds" as needed, allowing for transportation to a nearby hospital for psychiatric evaluation in times of mental health crisis.
2. Place a .6 FTE Qualified Mental Health Associate (QMHA) Counselor/Skills Trainer at the BCC ), including hiring, training and on-going supervision. The Skills Trainer will
  - assist with medication independence training, room cleaning, hygiene and many other activities of daily living to help BCC residents to successfully maintain their housing
  - if possible, work a staggered shift to provide coverage into the evening hours

3. Cascadia will immediately support the BCC case managers to implement a system of fee-for-service billing. Utilizing the expertise of Cascadia's Billing and Quality Management Departments, we will determine the scope and types of services for which the BCC staff can bill. We will work with the larger BCC program to design effective billing documents and, ultimately, Cascadia's billing department will process and submit the billing for reimbursement. In this way, Cascadia will assist the BCC to generate income which will help reduce the overall cost of the program to HAP/City of Portland and will increase program sustainability.
4. Cascadia will utilize fee-for-service income in the following ways: first, to cover expenses incurred by Cascadia in the course of providing services under this contract. Second, to invest in additional staff as needed for the residents, with the first step being to increase the FTE of the QMHA counselor/skills trainer from 0.6 to 1.0. Finally, all remaining fee-for-service income could be applied by HAP to reduce overall program costs or to expand services offered at the BCC as determined by HAP, the BCC and Cascadia. ANY AND ALL ADDITIONS TO STAFFING MUST BE AGREED ON BY HOME FORWARD AS WELL AS THE CITY OF PORTLAND'S BUREAU OF HOUSING.

**Table A: Program Budget**

Budget Category	FY 11/12 Total Budget	FY 11/12 HAP Grant Request
<b>Personnel</b>		
Salaries - Direct Services Staff (2.6 FTE)	94,400	94,400
Benefits & Payroll Taxes -Direct Services Staff	26,432	26,432
Salaries - Supervisor (0.15)	6,000	6,000
Benefits & Payroll Taxes - Supervisor	<u>1,680</u>	<u>1,680</u>
<b>Total Personnel</b>	<b>128,512</b>	<b>128,512</b>
<b>Operating Expenses</b>		
Netbook Computers	1,755	1,755
Computer Technology	3,490	1,730
Staff Transportation Expenses (bus passes/parking & mileage)	1,050	1,050
Consultants/Technical Assistance	3,000	-
Program Supplies	600	400
Professional Services (LMP)	10,920	10,920
Staff Training	<u>2,500</u>	<u>-</u>
<b>Total Operating Expenses</b>	<b>23,315</b>	<b>15,855</b>
<b>Administrative Expenses (directly or indirectly billed)</b>		
Personnel (billing staff /other administrative staff)	4,705	4,705
Office Supplies	125	-
Audit Services	725	500

Program Oversight*	6,528	6,528
CAIR (central intake for agency)	400	-
Other Misc Administrative Expenses	8,614	2,900
Insurance	2,576	1,000
<b>Total Administrative Expenses</b>	<b>23,673</b>	<b>15,633</b>
<b>TOTAL BUDGET</b>	<b>175,500</b>	<b>160,000</b>

\*Program oversight is pro-rated personnel and programmatic costs related to Director, Senior Director and Medical Lead for Homeless Services Division.

**Table B: Staffing Descriptions and Amounts**

<b>Position Title and Description</b>	<b>FTE</b>	<b>HAP-Requested Amount</b>
Clinical Supervisor: Oversight of site based services; clinical oversight & leadership; supervision of direct services staff; data compliance.	0.15	7,680
QMHA Counselor/Skills Trainer: Provides on-site supports (swing shift) and group activities. Links participants with services in coordination with QMHP case managers. Relationship building and crisis intervention.	0.60	22,272
QMHP Case Manager: Provides mental health assessments, treatment plans, case management, 1-1 therapy, benefits acquisition assistance. clients at 24/7 site.	2.00	98,560
Licensed Medical Professional: Provides psychiatric review & consulting on assessments/treatment planning; consulting with staff.	0.05	10,920
<b>TOTAL STAFF BUDGET</b>	<b>2.80</b>	<b>139,432</b>

**End of Exhibit A**

## Exhibit B

### Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*required if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance if appropriate to the Consultant's profession.

#### MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$500,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$500,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$500,000 per occurrence.

**NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.**

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.



**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Consultants must provide written verification of their insurer's rating.

**VERIFICATION OF COVERAGE**

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by the Authority. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify the Authority for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured.

**End of Exhibit B**

## EXHIBIT C – FEDERAL REQUIREMENTS

### 1. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of HAP, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that HAP, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between HAP and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

### 2. Lobbying

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or

otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
- (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
  - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
  - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that

Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

- (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance



or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or

attempt to influence a covered Federal action.

- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

3. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

4. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

5. Section 3

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
6. Contract Work Hours and Safety Standards Act

If employment of mechanics or laborers is involved, Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

#### END OF EXHIBIT C- FEDERAL REQUIREMENTS

## Executive Director Signature Request

Date: 7/30/11 Project: Cascadia Behavioral Healthcare

→ Subject/Explanation (attach memo as appropriate):

Contract # C1009, \$160,000 - expires 6/30/11  
Case management at Bend Clark Commons

→ ☐ Board Resolution? ☐ Consistent w/ Budget? ☐ Consistent w/ Contract? ☐ Other? (explain)

→ Reviewed and approved: (both 1 & 2 must be signed before going to Exec. Dir.)

1. Staff/ Project Manager/Director [Signature] Date: 8.2.11  
2. Deputy Executive Director [Signature] Date: \_\_\_\_\_

→ Executive Director: Please sign the attached where indicated and return to:

name: [Signature] ext: \_\_\_\_\_ Form date 1-5-09

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please complete and return to: (requester's return address)

DAVID DELK

135 SW ASH STREET

PORTLAND, OR 97204

### FOR OFFICE USE ONLY

(Requester enter name, address, and account as they appear in requester's records.)

Name \_\_\_\_\_

Locator ID \_\_\_\_\_

### STEP 1. (Check ONE box only and provide your complete name and Taxpayer Identification Number.)

☐ U.S. Resident - Individual / Sole Proprietor (Form 1099 reportable)

Name \_\_\_\_\_

If you are a sole proprietor, name of the owner of the business: \_\_\_\_\_

Social Security Number \_\_\_\_\_ or Employer Identification Number \_\_\_\_\_

☐ U.S. Partnership, Limited Liability Company ("LLC"), or Trust (Form 1099 reportable)

Name (as shown on your tax return) \_\_\_\_\_ Employer Identification Number \_\_\_\_\_

☒ U.S. Corporation (exempt from Form 1099 reporting except for medical or legal services) [NON-PROFIT CORPORATION]  
(If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, *Entity Classification Election*)

Name (as shown on your tax return) \_\_\_\_\_ Employer Identification Number 93-0770054  
CASCADIA BEHAVIORAL HEALTHCARE, INC.

☐ U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency (exempt from Form 1099 reporting)

Name (as shown on your tax forms) \_\_\_\_\_ Employer Identification Number \_\_\_\_\_

### STEP 2. Certification/Signature (Complete the following) Under penalties of perjury my signature certifies that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien).

**Certification Instructions:** You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, number 2 above does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature: Hali Mendez Phone: ( ) 503-963-7766

Print Name: Hali Mendez, Contracts-Risk Manager Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: PO Box 8459 City: Portland State: OR ZIP: 97207

### Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you. *If you have any questions, please call us at \_\_\_\_\_ (provide requester's telephone number).*

**Are you a U.S. person?** The IRS defines a U.S. person as:

- a U.S. citizen;
- an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia
- a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at [www.irs.gov](http://www.irs.gov).)

If your answer is NO, please do not complete this form and contact us at (insert requester's phone number here) \_\_\_\_\_

If your answer is YES, please complete the form. See page 2 for additional information.





CASCADIA ADMINISTRATIVE SERVICES  
Lloyd Corp. Plaza | 847 NE 19th Ave Suite 100 ♦ PO Box 8459  
Portland, OR 97207 ♦ phone: 503.238.0769 ♦ fax: 503.963.7711

July 27, 2011

Housing Authority of Portland  
**ATTN: David E. Delk**  
135 SW Ash Street  
Portland, OR 97204

**RE: HAP Contract #C1009 (Bud Clark Commons) with Cascadia Behavioral Healthcare, Inc.**

Dear David Delk:

I have enclosed one (1) signed original of the document noted above.

I will look forward to receiving a copy of this executed contract upon conclusion of HAP's signature process.

Feel free to contact me at 503-963-7766 if you have any questions or if I can be of further assistance.

Sincerely,

Hali Mendez  
Contracts/Risk Manager

7/29/11

CONTRACT RECEIVED  
Forwarded to Rachael Duke  
& Steve K.

**David Delk**

---

**From:** David Delk  
**Sent:** Tuesday, July 12, 2011 2:23 PM  
**To:** 'Hali Mendez'  
**Cc:** Rachael Duke  
**Subject:** RE: Contract for work at Bud Clark Commons  
**Attachments:** C1009-R1 SC5-Long\_Form\_Personal\_Services\_Agree\_05.pdf

I am pleased to announce you have been awarded the contract for Case Management at our Bud Clark Commons property. I have attached a copy of the above referenced contract for your signature. The terms, conditions and scope of the contract are outlined in Scope of Work.

Please print one (1) COMPLETE copy of the contract, sign it on the first page under contractor and mail it to my attention. I will return a fully signed and executed copy to you once the internal signature process is complete.

Please note the insurance requirements on page 2 of the contract. Please provide Certification of Insurance naming HAP as Additional Insured and include a copy of the Additional Insured Endorsement.

In addition, please fill out and return the attached W-9 form for our accounting records.

Note that all above requirements must be fulfilled before payment on this contract can be made. Timely return is, therefore, required.

Thank you for your assistance and we look forward to doing business with you.

**David e. Delk**  
Procurement Coordinator

## **HOME FORWARD**

A new name for the Housing Authority of Portland

135 SW Ash Street  
Portland, Oregon 97204  
*tel:* 503.802.8517  
*tty:* 503.802.8554  
*fax:* 503.802.8496  
*web:* [www.homeforward.org](http://www.homeforward.org)

Confidentiality Notice: This communication may contain privileged or other confidential information exempt from disclosure. If you are not the intended recipient, you may not use, copy, disseminate or retain this message. Please delete the copy you received and alert the sender to the transmission error. Thank you.

7/12/2011