

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2015-1571

DATE: October 19, 2015

REQUESTED ACTION:

County Manager approval of a contract between Share Inc., HDC.763 and CCPH and authorization for Public Health Director to sign amendments. Rent Well is a tenant education curriculum in our community that will be taught by instructors working at various organizations. CCPH has a qualified instructor but an agreement must be in place between the instructor's organization and Share, Inc. in order for the instructor to teach the Rent Well program. There is no remuneration under this contract

Consent Hearing County Manager

BACKGROUND

Consistent with CCPH's strategic initiative to increase opportunities for healthy living, CCPH partners with the City of Portland to provide critical services to persons living with HIV/AIDS (PLWHA) in Clark County. These services include providing case management and client referral to resources that can provide the services needed. The City of Portland receives HOPWA funding for this geographical region and passes through this funding to the local health jurisdictions to administer funds in the Portland-Vancouver metropolitan area. The services include case management, housing placement, and rental assistance.

One of the key strategies for housing placement is to assist clients to overcome barriers to obtaining housing rentals such as a past history of eviction or lack of ability to pay their rent. Rent Well classes assist clients to improve their "rent-ability". These classes also teach clients how to establish and maintain a good relationship with their landlord from the start and become a stable and successful renter – skills that will be beneficial throughout their life.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

CCPH collaborates with a variety of service organizations to ensure clients have medical, food, housing and psychosocial resources to improve their health and health outcomes.

BUDGET IMPLICATIONS

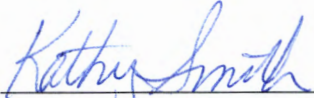
| | | |
|-----|----|--|
| YES | NO | |
| XX | | Action falls within existing budget capacity. |
| | | Action falls within existing budget capacity but requires a change of purpose within existing appropriation |
| | | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

BUDGET DETAILS


| | |
|--------------------------|---------------|
| Local Fund Dollar Amount | 0.00 |
| Grant Fund Dollar Amount | |
| Account | Public Health |
| Company Name | Share Inc. |

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



 Kathy Smith
 Grant Accounting Specialist



 Alan Melnick, MD, MPH, CPH
 Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
 Mark McCauley, Acting County Manager

DATE: 10/26/15

RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT (the "Contract") is by and between Share (the "Lead Agency"), and Clark County Public Health (the "Community Agency"). This Contract is effective as of August 19th, 2015 (the "Effective Date").

I. DEFINITIONS

For purposes of this Contract, the following words have the meanings set forth next to them:

- a. "**Community Services**" means Clark County Department Community Services.
- b. "**Lead Agency**" means Share.
- c. "**Coordinating Agency**" means Clark County Public Health.
- d. "**Certified Instructor**" means Curriculum instructors who have completed the Rent Well Certified Instructor Training, WA Supplement Training, passed the required test and signed a Rent Well Tenant Education Program Certified Instructor Contract.
- e. "**Community Agency**" An agency who has entered into a contract with Community Services to allow the Rent Well curriculum to be taught by a certified instructor on staff.
- f. "**Certified Instructor Training**" means the Rent Well instructor certification training delivered by the City of Portland with Lead Agencies that an interested party completes to become a Trained Instructor.
- g. "**Washington State Instructor Training**" means the additional training provided by the Coordinating Agency to specify Washington State Landlord-Tenant and Fair Housing Laws.
- h. "**Curriculum**" means the Rent Well Tenant Education Program.
- i. "**Curriculum Materials**" means the Rent Well Tenant Education Program Participant Workbook, Instructor Manual, Participant Information Form, Course Evaluation, and other such documents developed as part of the Curriculum.
- j. "**Purpose**" is to provide information and tools to Target Population acquire stable rental housing.
- k. "**Graduate**" means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- l. "**Landlord Guarantee Program**" means program that incents landlords to accept Graduates as tenants.
- m. "**Participant**" means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- n. "**Tenant Training**" means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- o. "**Trained Instructor**" means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.
- p. "**Target Population**" means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.
- q. "**Territory**" means the region of Clark County.

II. TERM

This Contract will run from the Effective Date until December 31, 2017 (the "Term"). The parties may renew the Contract by signing an extension in writing.

III. REPRESENTATIVES

The following persons are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

| Lead Agency Representative | Community Agency Representative |
|----------------------------|--|
| Name: Ricki Anaya, Share | Name: Kay Brower Clark County Public Health |

IV. RESPONSIBILITIES

- a. INSTRUCTOR CERTIFICATION.
 - i. TRAINING. Lead Agency will work with the City of Portland and the Coordinating Agency to organize and deliver Certified Instructor trainings to interested parties.
 - ii. TRAINING FEES. City of Portland may charge reasonable fees to interested parties to cover its costs associated with Certified Instructor training or re-certifications.
 - iii. CERTIFIED INSTRUCTOR REQUIREMENT. Community Agency must have one Certified Instructor on its staff or contractually related to teach the Curriculum and only Certified Instructors can teach the Curriculum.

- b. LANDLORD GUARANTEE.
 - i. Coordinating Agency will clearly communicate with Community Agencies (and Certified Instructors) as to whether the Community Agencies are permitted to access a Landlord Guarantee Program for Lead Agency's Territory and the requirements for so accessing such a program.
 - ii. Community Agency is solely responsible for complying with the requirements associated with accessing the Landlord Guarantee Program, as set forth in Coordinating Agency's written policy. Should Community Agency fail to comply with such requirements, it may not access the Landlord Guarantee Program. Further, Coordinating Agency may impose such conditions and/or requirements as it deems necessary for Community Agency to meet before Community Agency may again access such Landlord Guarantee.
 - iii. Coordinating Agency may modify or terminate the Landlord Guarantee Program at any time by providing Community Agency with prior written notice of the modification or termination of the program.
 - iv. Coordinating Agency will provide Community Agency with branded marketing flyers for landlords who may accept Rent Well Graduates as tenants and participate in the Landlord Guarantee Program.

- c. MONITORING REQUIREMENTS. Community Agency is responsible for the following:
 - i. Ensuring that Certified Instructors confirm Participants have met graduation requirements before Participants are issued a graduation certificate.
 - ii. Ensuring that anyone teaching the Tenant Training on behalf of the Community Agency is a Certified Instructor who holds a valid Rent Well Tenant Education Program Certified Instructor Contract.
 - iii. Ensuring that individuals interested in teaching the Curriculum attend the Certified Instructor Trainings, that such persons pass the Certified Instructor Training test and sign a Rent Well Tenant Education Program Certified Instructor

Contract before teaching the Curriculum, and that Certified Instructors meet requirements to remain certified, if they continue to teach.

- iv. Monitoring delivery of the Curriculum by Certified Instructors at its agency to ensure quality.
- v. Promptly addressing any quality issues if a Certified Instructor is not delivering the Curriculum in a high-quality, professional manner.
- vi. Through its Certified Instructors, ensure Participants sign a release of information at the first class to permit Community Agency to input information into the HMIS system through the Participant Information Form (which is part of the Curriculum) and allow monitoring by Coordinating Agency and Lead Agency.
- vii. Ensuring that its Certified Instructors comply with all other provisions of the Rent Well Tenant Education Program Certified Instructor Contract (*provided as Attachment 1 to this contract*).

V. COMMUNITY STANDARDS.

- a. Community Agency must require Instructor to teach the Curriculum using the recommended session length for each section (70 minutes for a single section or 2.5 hours for a two-section session), to deliver all sessions to Participants in order, and to cover all Curriculum content with Participants before Participants are allowed to graduate.
- b. Community Agency must require Instructor to adhere to an instructor-student ratio of no more than 1 Certified Instructor to 12 Participants (or a 2:24 ratio) unless Instructor receives a waiver from Lead Agency. Certified Instructors may use teaching assistants who are not Certified Instructors, but they may not be counted for the purposes of acceptable instructor-student ratio.
- c. Community Agency must require Instructor to honor the following attendance policy:
 - i. If a Participant misses the first class, he/she must be dropped from that Tenant Training series, but may enroll in a future Tenant Training series.
 - ii. If a Participant misses one class (other than first class), he/she may make up that session by reviewing the material with Instructor or with a non-certified staff member at Community Agency. This review session must be documented.
 - iii. If a Participant misses more than 15 minutes of a class time in a single session, the Participant is considered to be absent for that session and must make up the class as described above in V(c)(ii) above.
 - iv. If a Participant is absent as defined in V(c)(ii) and V(c)(iii) above, he/she may not graduate, but Participant may enroll in a future Tenant Training series.
- d. Community Agency must require Instructor to not allow Participants to graduate unless they meet the minimum attendance, homework, and graduation requirements laid out in the My Action Plan in the Instructor Manual.

VI. REPORTING REQUIREMENTS. Lead Agency and Community Agency may establish reporting requirements for Certified Instructors as part of its written policies. Community Agency will ensure its Certified Instructors meet reporting requirements.

VII. NONDISCLOSURE. All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Community Agency (except if disclosure is permitted through a signed information release by Participants). Community Agency will hold such information in confidence, except as required by law or auditors, and as needed by to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by Community Agency; (ii) was already in the Community Agency's possession at the time of its disclosure as shown by Community Agency's prior written records; (iii) is subsequently disclosed to Community

Agency on a non-confidential basis by a third party or by Participant without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the Community Agency who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior consent of the other.

VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Rent Well Marks, are owned or controlled by the City of Portland or by the party credited as the provider of a portion of the Curriculum. Community Agency agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Community Agency specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein. Lead Agency is using the Curriculum and the Rent Well Trademarks under license by City.
- b. **COPYRIGHT.** Subject to the terms set forth in this Contract and for the Term (unless earlier terminated), Lead Agency grants to Community Agency a limited, nonassignable, nontransferable, royalty-free, non-sublicensable and nonexclusive license to reproduce and distribute the Curriculum for the sole purpose of enabling its affiliated Certified Instructor to teach the Curriculum using the Curriculum Materials solely for purposes of reaching the Target Population to further the Purpose in the Territory.
 - i. Community Agency may charge a fee to Participants if necessary to cover costs to deliver the Curriculum, but cannot make a profit. Community Agency will report all fees collected to Lead Agency on an annual basis.
- c. **LIMITATIONS.** Community Agency may not reproduce, sell, share or otherwise distribute the Curriculum if not in strict accordance with this Contract.
- d. **MODIFYING CURRICULUM.** Community Agency may not in any case modify, change or create derivative works of the Curriculum without Lead Agency and Coordinating Agency prior written approval, which may be denied for any reason. Community Agency, with written approval from Coordinating Agency, may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However, Community Agency shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.
- e. **UPDATING THE CURRICULUM.** Community Agency may propose updates to Lead Agency in writing. It is Lead Agency's discretion as to whether Lead Agency will forward the proposed updates to City of Portland. Any updates, modifications or changes to the Curriculum will be provided by Lead Agency to Community Agency in writing or electronically.
- f. **USE OF RENT WELL NAME AND LOGO.**
 - i. Subject to the terms set forth in this Contract and for the Term (unless earlier terminated) and subject to Lead Agency holding a valid license from the City of Portland, Lead Agency hereby grants a limited, non-exclusive, non-sublicensable, non-transferrable, and royalty-free license to Community Agency to use the Rent

Well name and logo (as set forth on Attachment B, collectively, the “Rent Well Marks”) when marketing or delivering the Curriculum in the Territory to potential Participants and landlords who may participate in the Landlord Guarantee Program. All usage of the Rent Well Marks, in addition to the requirements contained herein, must be in accordance with the Trademark Style Manual, which may be updated from time-to-time by City of Portland.

- ii. The Rent Well Marks cannot be applied to other rental education programs without written permission from Lead Agency, and Lead Agency is required to obtain permission from City of Portland.
- iii. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
- iv. Community Agency is strictly prohibited from creating its own landlord marketing materials using the Rent Well Marks, however, it may create marketing flyers to recruit the Target Population.
- v. Community Agency recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City.
- vi. Community Agency will comply with the marking provisions of the trademark laws of the Territory. The following marking must be included on any other materials including the Rent Well Marks as an acceptable form of marking: “Rent Well is a trademark of City of Portland, used under sublicense by [name of Community Agency].”

IX. POLICING

Community Agency agrees to notify Lead Agency promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials or Rent Well Marks by third parties. No action, other than the above notification to Lead Agency, shall be taken by Community Agency for enforcement of the Curriculum, Curriculum Materials or Rent Well Marks. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City’s sole discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks, Curriculum Materials or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Community Agency agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City of Portland’s counsel.

X. POLICY UPDATES

City of Portland, through Lead Agency, retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. Lead Agency will provide notice in writing or via email on the Rent Well list serve to Community Agencies and/or Certified Instructors in a timely manner regarding all new and modified policies.

XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Community Agency shall fail to fulfill in timely and proper manner its obligations under this Contract, if Community Agency has unacceptably high claim rates against the Landlord Guarantee Program (as

defined by Coordinating Agency) or if Community Agency shall violate any of the covenants, agreements, or stipulations of this Contract, City shall have the right to terminate this Contract by giving written notice to Community Agency of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Notwithstanding the above, Community Agency shall not be relieved of liability to Lead Agency or City of Portland for damages sustained by Lead Agency or City of Portland by virtue of any breach of the Contract by Community Agency.

- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City of Portland, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** Lead Agency and Community Agency may terminate this Contract at any time by mutual written Contract. In addition, either party may terminate this Contract with ninety (90) days prior written notice to the other, or any reason in its sole discretion.
- d. **EFFECT OF TERMINATION.** If the Contract is terminated, Community Agency and any Certified Instructor on its staff must immediately cease to provide Tenant Trainings and must immediately return all copies of the Curriculum it has in its possession to Coordinating Agency. In addition, Community Agency must immediately cease using the Rent Well Marks and return or destroy any materials that contain the Rent Well Marks.
- e. **NON-DISCRIMINATION.** During the performance of this Contract, Community Agency agrees as follows:
 - i. Community Agency will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - ii. Community Agency will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - iii. Community Agency will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Community Agency will comply with the equal employment and non-discrimination requirements of the Washington State Law against Discrimination, RCW 49.60 and State Executive Orders 89-01, 93-03, 93-07.
 - v. Community Agency will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Community Agency will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- f. **ACCESS TO RECORDS.** Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information,

documents, papers, and records of Community Agency, which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Community Agency for three years after termination of the Contract.

- g. **INDEMNIFICATION.** Community Agency shall hold harmless, defend, and indemnify City of Portland and Lead Agency, and City of Portland and Lead Agency's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Community Agency's work under this Contract.
- h. **WORKERS' COMPENSATION INSURANCE.**

 - i. Community Agency, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Community Agency further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
 - ii. In the event Community Agency's worker's compensation insurance coverage is due to expire during the term of this Contract, Community Agency agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Community Agency agrees to provide Lead Agency such further certification of worker's compensation insurance a renewals of said insurance occur. If Community Agency believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, Community Agency agrees to accurately complete City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Community Agency shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, Lead Agency may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.
- i. **LIABILITY INSURANCE.**

 - i. Community Agency shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract, and shall provide that Clark County Community Services, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Community Agency will be driving or using a vehicle on behalf of Lead Agency, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
 - ii. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Washington during the term of the Contract. The insurance shall be without prejudice to coverage

otherwise existing and shall name as additional insureds Clark County, City of Portland and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to Lead Agency. If the insurance is canceled or terminated prior to completion of the Contract, Community Agency shall provide a new policy with the same terms. Community Agency agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Community Agency.

- iii. Community Agency shall maintain on file with Lead Agency a certificate of insurance certifying the coverage required under subsection (i). The adequacy of the insurance shall be subject to the approval of Lead Agency. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by Lead Agency. In lieu of filing, the certificate of insurance required herein, Community Agency shall furnish a declaration that Community Agency is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- j. **SUBCONTRACTING AND ASSIGNMENT.** Community Agency shall not subcontract its work under this Contract, in whole or in part, without the written approval of Lead Agency, and Lead Agency is required to obtain permission from City. Community Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this Contract. Notwithstanding Lead Agency approval of a subcontractor, Community Agency shall remain obligated for full performance hereunder, and Lead Agency shall incur no obligation other than its obligations to Community Agency hereunder. Community Agency agrees that if subcontractors are employed in the performance of this Contract, Community Agency and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Community Agency shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of Lead Agency. Subcontractors shall be responsible for adhering to all regulations cited within this Contract.

- k. **INDEPENDENT CONTRACTOR STATUS.** Community Agency is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Community Agency and its subcontractors and employees are not employees of Lead Agency or City and are not eligible for any benefits through either Lead Agency or City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- l. **WASHINGTON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Washington. Any litigation between Lead Agency and Community Agency arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Clark County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Washington.

- m. COMPLIANCE WITH LAWS. In connection with its activities under this Contract, Community Agency shall comply with all applicable federal, state, and local laws and regulations.
- n. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- o. INTEGRATION. This Contract contains the entire Contract between Lead Agency and Community Agency and supersedes all prior written or oral discussions or Contracts.
- p. PROGRAM AND FISCAL MONITORING. Lead Agency and Coordinating Agency shall monitor on a regular basis to assure Contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by Lead Agency Representative.

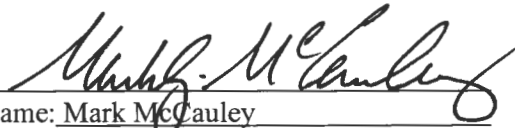
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency: Clark County Community Services

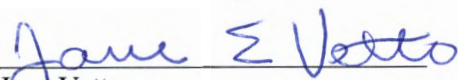
Community Agency: Clark County Public Health

By: _____
 Print Name: Ricki Anaya
 Title: Rent Well Program Coordinator
 Date: _____
 Address: 2306 Ne Andresen Rd
 Vancouver, WA 98661

 Telephone: 360-952-8202
 Email: aspirematch@sharevancouver.org
 Fax: 360-448-2124

By: 
 Print Name: Mark McCauley
 Title: County Manager
 Date: _____
 Address: PO Box 9825
 Vancouver, WA 98666-8825
 Telephone: (360) 397-8000
 Email: Pam.Dykes@clark.wa.gov
 Fax: (360) 397-8110

Approved as to Form Only
 ANTHONY F GOLIK
 Prosecuting Attorney


 Jane Vetto
 Deputy Prosecuting Attorney

Attachment A
RENT WELL TENANT EDUCATION PROGRAM
CERTIFIED INSTRUCTOR CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM CERTIFIED INSTRUCTOR CONTRACT (the “Contract”) is by and between Share (the “Lead Agency”) and Kay Brower the “Instructor”). This Contract is effective as of August 19th 2015 (the “Effective Date”).

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- o. **“Trained Instructor”** means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.
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II. TERM

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III. REPRESENTATIVES

The following persons are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

| | |
|--|--|
| Lead Agency Representative | Instructor |
| Name: Ricki Anaya Rent Well Coordinator | Name: Kay Brower, Clark County Public Health |

IV. RESPONSIBILITIES

a. MAINTAINING CERTIFICATION.

Instructor must teach at least one class per year and must attend at least one recertification session annually (several will be offered each year) in order to maintain certification.

b. LANDLORD GUARANTEE.

- i. Coordinating Agency will communicate with Instructor as to whether Instructor's Graduates are permitted to access a Landlord Guarantee Program for Territory and the requirements for so accessing such a program.
- ii. Coordinating Agency may modify or terminate the Landlord Guarantee Program at any time by providing Instructor with prior written notice of the modification or termination of the program.

c. COMMUNICATIONS REQUIREMENTS.

- i. Instructor will use its Coordinating Agency or Community Agency-assigned email address (unless Certified Instructor is a volunteer and does not have an agency e-mail address) and will sign up for the Rent Well list serve. Instructor will check his or her email on at least a weekly basis.
- ii. Sixty days before a new Tenant Training series with slots open to the public begins, Instructor will provide 211 info (to be listed on the Housing Connections website) notice including in who is eligible to take the Tenant Training, the time, date, location, and contacts.

- d. **MONITORING REQUIREMENTS.** Instructor will cooperate with Lead Agency, Coordinating Agency or Community Agency in their attempts to:
 - i. Ensure that Instructor confirms that Participants have met graduation requirements.
 - ii. Monitor delivery of the Curriculum by Instructors to ensure quality.
- e. Promptly address any quality issues if the Curriculum is not being delivered in a high-quality, professional manner.

REPORTING REQUIREMENTS. Lead Agency may establish reporting requirements for Instructors as part of its written policies. Instructor will enter Participant Information into HMIS and submit Participant Information Forms to Coordinating Agency within 10 business days after a Participant becomes a Graduate or a class ends.

- f. Moreover, Instructors must ensure Participants sign a release of information on the Participant Information Forms (which is part of the Curriculum) at the first class to permit the Lead Agency to monitor class membership and enter information into HMIS.

V. DELIVERY OF THE CURRICULUM. In addition to the requirements set forth in this Contract, Instructor is responsible for the following:

- a. Instructor cannot charge a fee to Participants to attend the Tenant Training. However, the Community Agency under which Instructor delivers Tenant Training may charge a fee if necessary to cover costs to deliver the class, but cannot make a profit on the provision of the Curriculum to Participants.
- b. Instructor may only disclose Participant information as permitted by the Participant in the signed Participant release.
- c. Instructor cannot deliver the Curriculum independently and must be affiliated with the Coordinating Agency, Lead Agency or one of the Community Agencies.
- d. Coordinating Agency will collect feedback regarding the Curriculum and Curriculum Materials from Instructor and provide that feedback to Lead Agency at least once per year.
- e. Instructor will use and follow the Curriculum Materials in each Tenant Training to ensure that learning objectives are adequately covered.
- f. No omissions will be made to the instructional content of Curriculum or the Curriculum Materials.
- g. The Curriculum, Materials in whole or in part, may not be used in the creation of a new course.
- h. Curriculum updates, which may be forwarded electronically, will be promptly inserted into Instructor Manuals or Participant Workbook.
- i. Instructor will permit City of Portland, Lead Agency, Coordinating Agency or his/her Community Agency staff or other representatives to monitor Curriculum delivery in class, and collect feedback from Participants through surveys and any other evaluation methods Lead Agency deems reasonable.
- j. Instructor will ensure Participants complete class evaluation forms at the last class. Instructor will use evaluations to improve class delivery, report Curriculum-based concerns to Lead Agency. In addition, Instructor will provide copies of all evaluation forms to Coordinating Agency or Lead Agency upon request.

- k. Instructor will provide Participants with a three-ring binder for their copy of the Participant Workbook and a bi-fold folder with two pockets for their Housing Portfolio items.
- l. Instructor will issue Participants with graduation certificates, upon the Participants meeting the Graduation Standards, as set forth in Section VII (d), below.

VI. NONDISCLOSURE. All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Instructor (except if disclosure is permitted through a signed information release by Participants). Instructor will hold such information in confidence, except as required by law or auditors, and as needed by to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by Instructor; (ii) was already in the Instructor's possession at the time of its disclosure as shown by Instructor's prior written records; (iii) is subsequently disclosed to Instructor on a non-confidential basis by a third party or by Participant without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the Instructor who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior consent of the other.

VII.COMMUNITY STANDARDS

- a. Instructor must teach the Curriculum using the recommended session length for each section (70 minutes for a single section or 2.5 hours for a two-section session), deliver all sessions to Participants in order, and cover all Curriculum content to graduate Participants.
- b. Instructor must adhere to a instructor-student ratio of no more than 1 instructor to 12 Participants (or a 2:24 ratio) unless Instructor received a waiver from Coordinating Agency. Certified Instructors may use teaching assistants who are not Certified Instructors, but they may not be counted for the purposes of acceptable instructor-student ration
- c. Instructor must honor the following attendance policy:
 - i. If a Participant misses the first class, he/she must be dropped from that Tenant Training series, but may enroll in a future Tenant Training series.
 - ii. If a Participant misses one class (other than first class), he/she may make up that session by reviewing the material with Instructor or with a non-certified staff member at the Coordinating or Community Agency. This review session must be documented.
 - iii. If a Participant misses more than 15 minutes of a class time in a single session, the Participant is considered to be absent for that session.
 - iv. If a Participant misses more than one class, he/she may not graduate. If a Participant is absent as defined in V(c)(ii) and V(c)(iii) above, he/she may not graduate, but Participant may enroll in a future Tenant Training series.

- d. Instructor must not allow Participants to graduate unless they meet the minimum attendance, homework, and graduation requirements laid out in the My Action Plan in the Instructor Manual.

VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Curriculum Materials, are owned or controlled by City of Portland or by the party credited as the provider of a portion of the Curriculum. Instructor agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Instructor specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein. Lead Agency is using the Curriculum and the Rent Well Trademarks under license.
- b. **COPYRIGHT.** Subject to the terms of this Contract and for the Term (unless earlier terminated), Lead Agency grants to Instructor a limited, non-transferable, royalty-free, non-sublicensable, non-assignable and nonexclusive license to use and teach the Curriculum Materials solely for purposes of teaching Participants in the Territory.
- c. **COPIES OF THE CURRICULUM.** Coordinating Agency will make the Curriculum available to Instructor in a form deemed appropriate by Coordinating Agency.
- d. **LIMITATIONS.** Instructors are strictly prohibited from modifying, creating derivatives, selling, sharing or otherwise distributing Curriculum and related materials outside of delivering Tenant Trainings to Participants without the prior written approval of Lead Agency.
- e. **MODIFYING AND UPDATING THE CURRICULUM.** Instructor may not in any case modify, change or create derivative works of the Curriculum. Instructor may propose updates to Coordinating Agency in writing. It is in Coordinating Agency's sole discretion as to whether Coordinating Agency will forward the proposed updates to Lead Agency. Any updates, modifications or changes to the Curriculum will be provided by Coordinating Agency to Instructor in writing or electronically. Instructor, with written approval from Coordinating Agency, may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However, Instructor shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.
- f. **ABILITY TO SUBLICENSE.** Instructor is strictly prohibited from sublicensing its rights or responsibilities under this Contract and any license contained herein.

- g. INFORMATION REGARDING USE OF RENT WELL NAME AND LOGO
- i. Lead Agency, Coordinating Agency and Community Agency has certain limited rights to use the Rent Well name and logo (as set forth on Attachment A, collectively, the “Rent Well Marks”). This section just provides Instructor with an overview as to Instructor’s ability to use the Rent Well Marks when advertising the Curriculum to potential Participants that are part of the Target Population. All usage of the Rent Well Marks, in addition to the requirements contained herein, must be in accordance with the Trademark Style Manual, which may be updated from time-to-time by City of Portland.
 - ii. Lead Agency, Coordinating Agency and Community Agency are permitted to use the Rent Well Marks in conjunction with advertising Tenant Trainings. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
 - iii. Instructor (through Coordinating Agency or Community Agency, subject to either agency’s permission) is strictly prohibited from creating its own landlord marketing materials using the Rent Well Marks, however, it may create marketing flyers to recruit the Target Population.
 - iv. Instructor recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City of Portland.
 - v. Instructor will comply with the marking provisions of the trademark laws of the Territory.

IX. POLICING

Instructor agrees to notify Lead Agency promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials, or Rent Well Marks by third parties. No action, other than the above notification to Lead Agency, shall be taken by Instructor for enforcement of the Curriculum, Curriculum Materials, or Rent Well Marks. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City’s sole discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks, Curriculum Materials, or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Instructor agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City’s counsel.

X. POLICY UPDATES

City of Portland retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. City (via Lead Agency) will provide notice in writing or via email on the Rent Well list serve to Certified Instructors in a timely manner regarding all new and modified policies. In addition, Instructor is responsible for checking his or her email for any new or modified policies.

XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Instructor shall fail to (i) fulfill in timely and proper manner its obligations under this Contract, (ii) if Instructor violates any of the covenants, agreements, or stipulations of this Contract, (iii) if Instructor has unacceptably high claim rates against the Landlord Guarantee Program or (iv) if Instructor does not teach the Curriculum in a professional, responsible manner in accordance with the Curriculum requirements, Lead Agency shall have the right to terminate this Contract by giving written notice to Instructor of such termination and specifying the effective date thereof at least 5 business days before the effective date of such termination. Notwithstanding the above, Instructor shall not be relieved of liability for damages sustained by virtue of any breach of the Contract by Instructor.
- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** Instructor and Lead Agency may terminate this Contract at any time by mutual written consent. In addition, either party may terminate this Contract with thirty days prior written notice to the other, or any reason in its sole discretion.
- d. **EFFECT OF TERMINATION.** If the Contract is terminated, Instructor must immediately cease using the Curriculum, and must return all copies of the Curriculum and any related materials within three (3) days of such termination. Instructor may no longer use the Curriculum or the Rent Well Marks.
- e. **NON-DISCRIMINATION.** During the performance of this Contract, Instructor agrees as follows:
 - i. Instructor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - ii. Instructor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - iii. Instructor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Instructor will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.

- v. Instructor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Instructor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- f. ACCESS TO RECORDS. Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Instructor, which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Instructor for three years after expiration of this Contract.
- g. INDEMNIFICATION. Instructor shall hold harmless, defend, and indemnify Lead Agency and City of Portland and Lead Agency and City of Portland's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Instructor's work.
- h. SUBCONTRACTING AND ASSIGNMENT. Instructor shall not subcontract its work under this Contract, in whole or in part.
- i. INDEPENDENT CONTRACTOR STATUS. Instructor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Instructor is not an employee of Lead Agency and is not eligible for any benefits through Lead Agency, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- j. WASHINGTON LAWS AND FORUM. This Contract shall be construed according to the laws of the State of Washington. Any litigation between Lead Agency and Instructor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Clark County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Washington.
- k. COMPLIANCE WITH LAWS. In connection with its activities under this Contract, Instructor shall comply with all applicable federal, state, and local laws and regulations.
- l. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

- m. INTEGRATION. This Contract contains the entire Contract between Lead Agency and Instructor and supersedes all prior written or oral discussions or Contracts.
- n. PROGRAM MONITORING. Lead Agency and Coordinating Agency shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by Lead Agency.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency: Share

Instructor: Kay Brower

By: (ATTACHEMENT A) _____
 Print Name: _____
 Title: _____
 Date: _____

By: (ATTACHMENT A) _____
 Print Name: Kay Brower
 Date: _____

Address: 2306 Ne Andresen Rd
 Vancouver, WA 98661

Address: _____

Telephone: 360-952-8202
 Email: aspirematch@sharevancouver.org
 Fax: 360-448-2124

Telephone: 397-8112
 Email: _____

- o. INTEGRATION. This Contract contains the entire Contract between Lead Agency and Instructor and supersedes all prior written or oral discussions or Contracts.
- p. PROGRAM MONITORING. Lead Agency and Coordinating Agency shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will

cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by Lead Agency.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency: Share

Instructor: Kay Brower

By: (ATTACHEMENT A) _____

Print Name: _____

Title: _____

Date: _____

Address: 2306 Ne Andresen Rd
Vancouver, WA 98661

Telephone: 360-952-8202

Email: aspirematch@sharevancouver.org

Fax: 360-448-2124

By: (ATTACHMENT A)  _____

Print Name: Kay Brower

Date: 10-20-15

Address: PO Box 9825
Vancouver, WA 98666-8825


Telephone: 397-8112

Email: Kay.Brower@clark.wa.gov

Approved as to Form Only

ANTHONY F GOLIK

Prosecuting Attorney



Jane Vetto

Deputy Prosecuting Attorney

**ATTACHMENT B
LICENSED RENT WELL TRADEMARKS**

Rent Well

