

June 30, 2022

Housing Authority Board of Commissioners
Clackamas County

Approval of Amendment #2 with The Mental Health Association of Oregon (MHAO) to provide Peer Support Services to residents of the Housing Authority of Clackamas County. Amendment #2 extends the contract by fourteen months and adds \$108,460.37. The total Contract Value is \$475,864.30. Amendment #2 is funded through Supportive Housing Services funds.
No County General Funds are involved.

Purpose/Outcome	Approval to execute Amendment #2 between HACC and MHAO for Peer Support staff serving resident of the HACC.
Dollar Amount and Fiscal Impact	Amendment 2 adds \$108,460.37 to the contract value New Total Contract Value \$475,864.30.
Funding Source	Supportive Housing Services Funds. No County General Funds are involved.
Duration	Extended 14 months, expiring June 30, 2023
Previous Board Action/Review	May 19, 2019 - Original contract approved February 20, 2020 - Amendment #1 approved June 16, 2022 - Amendment #2 presented at Issues
Strategic Plan Alignment	1. Sustainable and affordable housing. 2. Ensure safe, healthy and secure communities.
Counsel Review	Andrew Naylor, May 3, 2022
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a contract amendment.
Contact Person	Toni Karter, HACC Interim Executive Director (503) 650-3139.
Contract No.	H3S contract #9242 Amendment #2

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute Amendment #2 to contract between HACC and Mental Health Association of Oregon for peer support services to families living in HACC housing. Clients are selected for housing from the waiting list, many families are homeless and/or have barriers, in need of case management and peer services to be successfully housed.

The Peer Support Staff work in collaboration with HACC's Resident Services Team by

providing service under the following categories:

- Housing Stability/Eviction Prevention
- Promoting quality of life
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Community Building
- Tracking Interventions and outcomes

The funding source is Supportive Housing Services fund. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Housing Authority Board approve the Amendment #2 to the contract with Mental Health Association of Oregon for providing peer support services to families living in HACC Housing. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing and Human Services

ATTACHMENTS:

MHAAO Amendment 2
MHAAO Amendment 1
MHAAO Original Contract #9242

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS BETWEEN HOUSING AUTHORITY OF
CLACKAMAS COUNTY AND THE MENTAL HEALTH ASSOCIATION OF OREGON
DBA MENTAL HEALTH & ADDICTION ASSOCIATION OF OREGON**

Contract #9242

This Amendment #2 is entered into between the Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon (“MHAAO”) and the Housing Authority of Clackamas County (“HACC”), a public corporation organized under ORS Chapter 456, and shall become part of the contract entered into between both parties on May 20, 2019 (“Agreement”).

The Purpose of this Amendment #2 is to extend the contract by 14 months, requiring the following changes to the Contract:

1. **Section 3, Terms of Agreement, Subsection B**, is hereby amended as follows: The term of this Agreement is extended to June 30, 2023.
2. **Section 4. Budget and Financial, Subsection A, Compensation**, hereby amended as follows:

MHAAO has agreed to remove the additional part time peer support specialist, but retain one full time Peer Support Specialist to perform the work described in Exhibit A of the Agreement. Payments shall be made pursuant to the following budget:

- A. Compensation. HACC agrees to pay MHAAO, from available and authorized funds, a sum not to exceed four hundred seventy-five thousand eight hundred sixty-four dollars and thirty cents (\$475,864.30) for accomplishing the work required by this Agreement. This budget may be amended upon mutual written agreement by the parties. Payments shall be made pursuant to the following budget:

<u>Year 4: 5/1/2022 – 6/30/2022</u>	<u>Year 5: 7/1/2022 – 6/30/2023</u>
Salary \$10,429.80	Salary \$62,578.68
Benefits/Fringe/Program \$3,655.98	Benefits/Fringe/Program \$21,935.89
<u>Indirect \$1,408.58</u>	<u>Indirect \$8,451.46</u>
TOTAL \$15,494.30	TOTAL \$92,966.03

The total compensation allowed under the Agreement shall not exceed \$475,864.30.

ORIGINAL CONTRACT	\$ 284,776.02
AMENDMENT #1	\$ 82,627.89
<u>AMENDMENT #2</u>	<u>\$ 108,460.37</u>
TOTAL AMENDED AGREEMENT	\$ 475,864.30

3. **Additional Terms. The following additional term is added to Section 6, General Conditions:**

W. Indemnification of Metro. MHAAO agrees to indemnify, defend, save and hold harmless Metro Regional Government (“Metro”), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon MHAAO’s acts or omissions in performing under the Agreement. However, neither MHAAO nor any attorney engaged

by MHAAO shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall MHAAO settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

4. Exhibit A: Scope of Services. The following additional terms are added to Exhibit A of the agreement.

IV. Guiding Principles: The work described in this scope of work will be carried out in alignment with the guiding principles in Exhibit B.

5. Exhibits. The following Exhibits are added to the agreement.

Exhibit B: SHS Program Guiding Principles

Addendum: Definitions

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

IN WITNESS HEREOF, the Parties have executed this Amendment #2 by the date set forth opposite their names below.

Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon (MHAAO)

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair

Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

Janie Gullickson

Janie Gullickson, Executive Director Date

Tootie Smith, Chair Date

Exhibit B

SHS PROGRAM GUIDING PRINCIPLES

Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, providers must show they have or can develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with HACC teams to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation, or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability, and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach, and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – DEFINITIONS). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, the following proven practices must be followed:

- All services are low barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.
- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness.

The following guidelines should be incorporated into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.

- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain effective working relationships. HACC will have formal relationships with service providers through contracts or agreements and will also expect agencies to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC.

Addendum DEFINITIONS

Culturally Responsive and Culturally Specific Services:

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.”

Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These organizations seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities.
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve.
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A keyway of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments.
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress and being deeply responsive to community needs.
- Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:
 - Organizational commitment, leadership, and governance;
 - Racial equity policies and implementation practice;
 - Organizational climate, culture, and communications;
 - Service-based equity and relevance;
 - Workforce composition and quality;
 - Community collaboration;
 - Resource allocation and contracting practices.
 - Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community.

Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.
- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

Equal Access Rule:

Equal Access requirements: (1) housing and shelters must be made available to otherwise eligible individuals without regard to sexual orientation, gender identity, or marital status; and (2) equal access to programs, shelters, other buildings and facilities, benefits, services, and accommodations must be provided in accordance with an individual's gender identity.

May 16, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Service Contract between the Housing Authority and Mental Health-
Association of Oregon for Peer Support Services for families living in housing

Purpose/Outcomes	Approval of a Service Contract between the Housing Authority and Mental Health Association of Oregon for peer support services for families living in housing.
Dollar Amount and Fiscal Impact	Not to exceed \$284,776.02 over three years. Subject to continuing Board of Commissioners' approval.
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	May 16, 2019 – May 15, 2022
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	March 26, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9242

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into a Service Contract with Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon, for the funding of a peer support specialist for families living in HACC Housing.

Clients are selected for housing from the waiting list and many prospective resident families are homeless (and/or have housing barriers) and are in need of case management to be successfully housed.

The Peer Support Specialist will work in collaboration with HACC's Resident Services Team.

The scope of work for the peer services specialist will fall under the following categories:

- Housing Stability/Eviction Prevention
- Promoting quality of life
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Community Building
- Tracking Interventions and outcomes

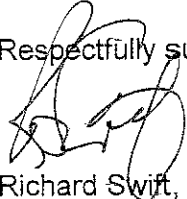
The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal.

RECOMMENDATION:

Staff recommends the Board approve the Service Contract with Mental Health Association of Oregon for peer support services of HACC's housing residents.

Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**AGENCY SERVICES AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY AND
MENTAL HEALTH ASSOCIATION OF OREGON DBA MENTAL HEALTH & ADDICTION
ASSOCIATION OF OREGON (MHAAO)**

1. PURPOSE

This Agency Services Agreement (“Agreement”) is entered into between Housing Authority of Clackamas County (“HACC”) and Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon, an Oregon nonprofit corporation (“MHAAO”). This agreement is for three years, effective upon signature by all parties.

This Agreement provides the basis for a cooperative working relationship for Peer Support Services for households living in Public Housing or Section 8. The work to be accomplished by MHAAO is set forth in the Scope of Work, attached hereto as Exhibit A and incorporated by this reference herein.

2. SCOPE OF COOPERATION

A. MHAAO agrees to:

1. Perform the Work described in Exhibit A of this Agreement;
2. Provide a full time Peer Support Specialist to HACC, that will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Peer Support Specialist day-to-day work responsibilities in cooperation with HACC staff involved in property management and resident services. Staff hours are Monday through Thursday 8:00 a.m. – 5:00 p.m.;
4. Submit monthly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. Assign HACC residents with specific needs to the Peer Support Specialist;
2. Pay invoices due to MHAAO within 30 days of receipt;
3. Assist MHAAO with measuring and monitoring outcomes of Peer Support Specialist interventions or care plans.

C. Agency Contacts:

HACC on-site Resident Services	Jemila Hart, Resident Services Coordinator	jemilahar@clackamas.us
HACC Contracts & Oversight	Elizabeth Miller, Administrative Svcs Supervisor	emiller@clackamas.us
MHAAO on-site Service Coordinator	Cee Carver, Director of EVOLVE West	ccarver@mhaoforegon.org
MHAAO Contracts & Oversight	Janie Gullickson, MHAAO Executive Director	jgullickson@mhaoforegon.org

3. TERMS OF AGREEMENT

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is three (3) years from the effective date.
- C. Termination:
 1. Either party may terminate this Agreement for convenience at any time upon forty-five (45) days written notice to the other party.
 2. Either MHAAO or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party’s intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the

termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

3. Neither MHAAO nor HACC shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. Each party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the services to be performed under this Agreement are prohibited or either party is prohibited from paying for such services from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

4. BUDGET AND FINANCIAL

- A. Compensation. HACC agrees to pay MHAAO, from available and authorized funds, a sum not to exceed two hundred eighty-four thousand seven hundred seventy-six dollars and two-cents (\$284,776.02) for accomplishing the work required by this Agreement. This budget may be amended upon mutual written agreement by the parties. Payments shall be made pursuant to the following budget:

<u>Year 1: 5/1/2019 – 4/30/2020</u>	<u>Year 2: 5/1/2020 – 4/30/2021</u>	<u>Year 3: 5/1/2021 – 4/30/2022</u>
Salary \$49,180.51	Salary \$49,180.51	Salary \$49,180.51
Benefits & Fringe \$34,087.33	Benefits & Fringe \$34,087.33	Benefits & Fringe \$34,087.33
<u>Indirect \$11,657.50</u>	<u>Indirect \$11,657.50</u>	<u>Indirect \$11,657.50</u>
TOTAL \$94,925.34	TOTAL \$94,925.34	TOTAL \$94,925.34

- B. Method of Payment. MHAO will invoice HACC on a monthly basis with payment due within 30 days of receipt of an invoice. No interest or late fees may be charged for late or missed payments, and MHAAO's sole remedy for HACC's failure to pay is termination of this Agreement.

Payment requests shall be submitted to Elizabeth Miller – emiller@clackamas.us

- C. Withholding of Contract Payments. Notwithstanding any other provision of the agreement, should MHAAO fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, HACC shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until MHAAO submits required reports, performs required services, or establishes to HACC's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of MHAAO. Reports shall be due quarterly.
- D. Record and Fiscal Control Systems. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- E. Access to Records. County, the State of Oregon and the Federal Government and their duly authorized representatives shall have access to the books, documents, papers, and records of examination, excerpts, and transcripts.

5. MANNER OF PERFORMANCE

A. Compliance with Applicable Laws and Regulations and Special Federal Requirements. MHAAO shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. Any violation shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to MHAAO, in an amount equal to County's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of MHAAO breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance, except for attorney's fees.

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

D. Subcontracts. MHAAO shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from HACC.

F. Tax Laws. MHAAO represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 & ORS ch. 316, 317, & 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to MHAAO, to MHAAO's property, operations, receipts, or income, or to MHAAO's performance of or compensation for any work performed by MHAAO;
3. Any tax provisions imposed by a political subdivision of this state that applied to MHAAO, or to goods, services, or property, whether tangible or intangible, provided by MHAAO; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

G. Background Checks. Criminal background checks are required for direct service staff funded through this agreement.

H. Mandatory Reporting. Mandatory reporting is required for direct services staff funded through this IGA.

6. GENERAL CONDITIONS

A. Monitoring and Measurement. HACC and MHAAO will develop benchmarks or metrics for monitoring the Peer Support Specialist impact on outcomes listed in Exhibit A of this Agreement. Caseload will be established and monitored by HACC's Resident Services Coordinator and MHAAO's Human Services Manager.

B. Indemnification. MHAAO shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or

from any act, omission, or neglect of MHAAO, its subcontractors, agents, or employees. MHAAO agrees to indemnify, hold harmless and defend HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of MHAAO or the MHAAO's employees, subcontractors, or agents.

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

- C. Amendments. This Agreement may be amended at any time upon written agreement between HACC and MHAAO. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- D. Insurance Requirements. MHAAO agrees to furnish HACC with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of HACC, and its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, MHAAO shall provide documentation to HACC of MHAAO's self-insured status by completing a self-insurance certification in a form acceptable to HACC. HACC will be named as an additional insured on all insurance policies required under this Agreement.
- E. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and MHAAO that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. MHAAO, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- F. Compliance with Applicable Law. Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- G. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- H. Access to Records. MHAAO shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. MHAAO

shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, MHAAO shall permit the HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- I. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- J. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- K. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- L. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- N. No Third-Party Beneficiary. MHAAO and HACC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. Subcontract and Assignment. MHAAO shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in the HACC's sole discretion. HACC's consent to any subcontract shall not relieve MHAAO of any of its duties or obligations under this Agreement.
- P. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- Q. Survival. All provisions in sections V (B) and (D), and all other rights and obligations which by their context are intended to survive, shall survive the termination of this Agreement.
- R. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- S. Time is of the Essence. MHAAO agrees that time is of the essence in the performance this Agreement.

- T. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- U. Force Majeure. Neither MHAAO nor HACC shall be held responsible for delay or default caused by events outside of the MHAAO or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, MHAAO shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- V. Confidentiality. MHAAO acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by MHAAO or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). MHAAO agrees to hold Confidential Information in strict confidence, using at least the same degree of care that MHAAO uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon (MHAAO)

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
 Commissioner Sonya Fischer
 Commissioner Ken Humberston
 Commissioner Paul Savas
 Commissioner Martha Schrader
 Resident Commissioner Paul Reynolds

Signing on Behalf of the Board

Janie Gullickson Executive Director	Date	Richard Swift, Director Health, Housing and Human Services Department	Date
Janie Gullickson	4/30/2019	R. Swift	5.20.19

Exhibit A
Scope of Services

I. Logistics and Management of Caseload:

Peer Specialists will work in collaboration with HACC Resident Services team, including the HACC Human Services Coordinator (HSC), Social Services Case manager, Additional Residents service staff and Interns. HACC Resident Services will assist Peer Specialist with identifying residents in need of assistance, and work to develop strategies to provide crisis management and support services. Peer Specialists will have several offices at Hillside Manor in Milwaukie and Clackamas Heights, in Oregon City.

II. The Peer Specialist will attend the following meetings on a regular basis:

1. Eviction Prevention Meeting on the 2nd & 4th Thursdays (Property Mgrs, Human Services Coordinator)
2. Housing & Workforce Collaborative Meeting on the first Thursdays (Human Services Coordinator, FSS Specialist, Workforce community partners)
3. Multi-disciplinary Team Meeting on the 2nd Tuesdays (Human Services Coordinator, Clackamas MHC representative, Behavior Health Staff)
4. Holcomb Elementary School Meeting on the 1st Mondays (Human Services Coordinator, Holcomb school counselor).

III. Primary Work Responsibilities of a Peer Specialist:

1. MHAAO's resident services peer support will bridge HACC residents to resource referrals to community organizations and partners. MHAAO's resident services peer support will participate in assisting tenants in systems navigation and provide advocacy within a broad range of systems.
2. MHAAO's resident services peer support will plan and coordinate activities which may include health and safety fairs, community gardening events, classes and instruction on topics such as basic financial wellness, including budgeting and expungement clinics, healthy eating and food resource options, transportation safety, job fairs, and various activities to increase exercise opportunities, as well as holiday and culturally appropriate community events where residents can get together to know one another and feel an increased sense of community.
3. MHAAO's resident services peer support will develop active and ongoing relationships with property management staff and HACC residents to address emergent and ongoing concerns or issues related to tenancy and to problem solve solutions in a creative and deliberative manner. MHAAO's resident services peer support will maintain focus on housing stability and requirements to maintain housing, including assistance to tenants throughout housing crises.
4. MHAAO's resident services peer support will be familiar with Clackamas County's Coordinated Housing Access System and assist residents in accessing the system when appropriate.
5. MHAAO's resident services peer support will work with the resident services coordinator to create and implement resident initiatives. The MHAAO resident services peer support will outreach to families within the HACC housing community to build relationships with the elders, youth, and families of HACC housing residents and provide information and support on culturally relevant and appropriate resources to engage the participation of underserved populations.
6. MHAAO's resident services peer support will participate regularly in Clackamas County's Continuum of Care monthly provider meetings and participate in professional group meetings and trainings to stay abreast of new trends and other relevant emerging best practices.
7. MHAAO's resident services peer support will maintain resident logs in designated databases, confidential files and notes; prepare reports to grant requirements.

III. Performance Measures

Tracking interventions and outcomes is important when evaluating programs and important for future funding opportunities. MHAAO will submit quarterly reports to HACC regarding the following interventions and outcomes:

1. Increase community engagement and natural support among youth, elderly, and general resident populations through resident services planned participation in wellness, entertainment, and educational events in their communities and on their properties;

2. Fewer notices given to residents and fewer evictions;
3. Increased access to and bridging of community resources that help people stay housed and their basic needs met;
4. Increased resident satisfaction and feeling of belonging within the community and an increased sense of safety for both residents and neighboring community members;
5. Potential barriers are people's initial wariness to engage with people that they see as part of a system or participate in community events, though peer support specialists in particular have a facile ability to build trusting relationships that lead to better engagement outcomes and higher satisfaction with services;
6. Any culture of distrust concerning property management or resident services, or long standing property tensions that first have to be addressed in order to begin building a bridge between services and participant residents;