

May 16, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services

Purpose/Outcomes	Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services for the funding of 4 contracts awarded through the Affordable Housing & Services Fund.
Dollar Amount and Fiscal Impact	Not to exceed \$1,074,717.02 over three years, as funds are approved by the Board of Commissioners'
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	May 16, 2019 – May 15, 2023
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
Counsel Review	May 2, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9244

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement (IGA) with Clackamas County, to enable the funding of four (4) contracts to be executed following a competitive RFP process. One priority of the Affordable Housing and Services Fund was to bring additional nonprofit providers into Clackamas County to help us address the housing crisis. Providing multiyear funding is an essential component of that goal which is represented in the outline of contracts below.

1. IGA between HACC and Home Forward

The IGA provides for the case management of high barrier households living in Public Housing with a focus on resident success and housing retention. The specific scope of work to be accomplished by Home Forward is set forth in the H3S Contract No. 9241.			
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22
	Salary & Fringe \$56,737	Salary & Fringe \$60,006	Salary & Fringe \$63,563
	Benefits \$29,726	Benefits \$30,902	Benefits \$31,839
	Admin Fee \$8,537	Admin Fee \$9,091	Admin Fee \$9,540
	TOTAL \$95,000	TOTAL \$99,999	TOTAL \$104,942
	*total contract amount \$299,941		

2. Contract between HACC and Mental Health Association of Oregon

The Contract provides Peer Support Services for households living in Public Housing with significant mental health challenges, peer services will focus on ensuring residents retain housing and successfully engage in the community. The specific scope of work to be accomplished by Mental Health Association of Oregon is set forth in the H3S Contract No. 9242.				
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	
	Salary & Fringe \$83,267.84	Salary & Fringe \$83,267.84	Salary & Fringe \$83,267.84	
	Indirect \$11657.50	Indirect \$11657.50	Indirect \$11657.50	
	TOTAL \$94,925.34	TOTAL \$94,925.34	TOTAL \$94,925.34	
	*total contract amount \$284,776.02			

3. IGA between HACC and Social Services Division

The IGA provides for a half-time Case Manager to provide services specifically to the highest need Public Housing residents (many just exiting Homelessness) with a goal of housing stability and retention. The work to be accomplished by Social Services Division is set forth in the H3S Contract No. 9247.				
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	
	TOTAL \$0	Salary & Fringe \$60,000.00	Salary & Fringe \$60,000.00	
		TOTAL \$60,000.00	TOTAL \$60,000.00	
	*total contract amount \$120,000			

4. Contract between HACC and Do Good Multnomah

The IGA will provide Resident Services to formerly homeless veterans. Resident services will focus on veterans remaining compliant with their lease and successful within their housing and the community. These services will be provided at the Pleasant Avenue veteran's housing project being developed in Oregon City on Pleasant Avenue. The work to be accomplished by Do Good is set forth in the H3S Contract No. 9252.				
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	Year 4: 2022-23
	TOTAL \$0	Staffing \$120,000	Staffing \$125,000	Staffing \$125,000
		TOTAL \$120,000	TOTAL \$125,000	TOTAL \$125,000
	*total contract amount \$370,000			

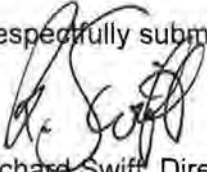
The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Health, Housing and Human Services.

Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the typed name below.

Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, through its Health, Housing and Human Services Department, Administration Division ("County"), for the funding of Resident & Peer Services for HACC residents, collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire after one (1) year following the execution date. There are two (2) one (1) year options to renew, if funds are available and authorized.
2. **Scope of Work.** The County will pay HACC for the costs of the personal service contracts described in Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay HACC, from available and authorized funds, a sum not to exceed one million seventy-four thousand seven hundred seventeen dollars and two cents (\$1,074,717.02) to pay for services described in Exhibit A. Payment shall be made on an Annual Basis, as funding is available.
4. **Payment.** Unless otherwise specified, HACC shall submit annual invoices for Work to be performed for the upcoming year. Payments shall be made to HACC following the County's review and approval of invoices submitted by HACC. HACC shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *HACC Representations and Warranties:* HACC represents and warrants to County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to HACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**

- A. Either the County or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County 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.
- C. The County or HACC shall not 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.
- D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, 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 Work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Indemnification. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend HACC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

- 7. **Insurance.** The County is self-insured and HACC is insured by the Housing Authority Risk Retention Pool (HARRP). The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Jaymi Stark or their designee will act as liaison for the County.

Contact Information:

Health, Housing and Human Services, 2051 Kaen Road, Oregon City, OR 97045
jestark@clackamas.us, 503-650-5692

Elizabeth Miller or their designee will act as liaison for HACC.

Contact Information:

Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045
emiller@clackamas.us, 503-655-8279

9. **General Provisions.**

A. **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 County and HACC 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 the County 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. HACC, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **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.

C. **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.

- D. **Access to Records.** HACC 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. HACC 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, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **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.
- F. **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.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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.
- H. **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.
- I. **No Third-Party Beneficiary.** HACC and County 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.
- J. **Subcontract and Assignment.** HACC 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 the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- K. **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.

- L. **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.
- M. **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.
- N. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HACC 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.
- O. **Confidentiality.** HACC 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 HACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC 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.

Signatures on following page

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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 Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A SCOPE OF WORK

1. IGA between Housing Authority of Clackamas County (HACC) and Home Forward

The IGA provides the basis for a cooperative working relationship for the case management of households living in Public Housing. Public Housing consists of 545 units. The work to be accomplished by Home Forward is set forth in the H3S Contract No. 9241.

Budget:	<u>Year 1: 2019-20</u>	<u>Year 2: 2020-21</u>	<u>Year 3: 2021-22</u>
	Salary & Fringe \$56,737	Salary & Fringe \$60,006	Salary & Fringe \$63,563
	Benefits \$29,726	Benefits \$30,902	Benefits \$31,839
	<u>Admin Fee \$8,537</u>	<u>Admin Fee \$9,091</u>	<u>Admin Fee \$9,540</u>
	TOTAL \$95,000	TOTAL \$99,999	TOTAL \$104,942
	*total contract amount \$299,941		

2. Contract between Housing Authority of Clackamas County (HACC) and Mental Health Association of Oregon

The Contract provides the basis for a cooperative working relationship for the Peer Support Services for households living in Public Housing. Public Housing consists of 545 units. The work to be accomplished by Mental Health Association of Oregon is set forth in the H3S Contract No. 9242.

Budget:	<u>Year 1: 2019-20</u>	<u>Year 2: 2020-21</u>	<u>Year 3: 2021-22</u>
	Salary & Fringe \$83,267.84	Salary & Fringe \$83,267.84	Salary & Fringe \$83,267.84
	<u>Indirect \$11657.50</u>	<u>Indirect \$11657.50</u>	<u>Indirect \$11657.50</u>
	TOTAL \$94,925.34	TOTAL \$94,925.34	TOTAL \$94,925.34
	*total contract amount \$284,776.02		

3. IGA between Housing Authority of Clackamas County (HACC) and Social Services Division

The IGA provides the basis for a cooperative working relationship for a half-time Case Manager for the Public Housing program. Public Housing consists of 545 units. The work to be accomplished by Social Services Division is set forth in the H3S Contract No. 9247.

Budget:	<u>Year 1: 2019-20</u>	<u>Year 2: 2020-21</u>	<u>Year 3: 2021-22</u>
		Salary & Fringe \$60,000.00	Salary & Fringe \$60,000.00
	TOTAL \$0	TOTAL \$60,000.00	TOTAL \$60,000.00
	*total contract amount \$120,000		

4. Contract between Housing Authority of Clackamas County (HACC) and Do Good Multnomah

The IGA provides the basis for a cooperative working relationship for Resident Services delivered to residents of the Veteran Housing project located at Pleasant Avenue. Pleasant Avenue consists of 24 units. The work to be accomplished by Do Good is set forth in the H3S Contract No. 9252.

Budget:	<u>Year 1: 2019-20</u>	<u>Year 2: 2020-21</u>	<u>Year 3: 2021-22</u>	<u>Year 4: 2022-23</u>
	TOTAL \$0	Staffing \$120,000	Staffing \$125,000	Staffing \$125,000
		TOTAL \$120,000	TOTAL \$125,000	TOTAL \$125,000
	*total contract amount \$370,000			

May 16, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Home Forward for Case Management for families living in Public Housing

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Home Forward for case management of families living in Public Housing.
Dollar Amount and Fiscal Impact	Not to exceed \$299,941 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. 9241

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Home Forward, for the funding of a case management for families living in Public Housing.

The Public Housing program consists of 545 housing units. Clients are selected 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 Case manager will work in collaboration with HACC's Resident Services Team.

The scope of work for the case manager will fall under the following categories:

- Housing Stability/Eviction Prevention
- Economic Stability and Self-Reliance
- Promoting quality of life
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Advancing young people
- Community building
- Tracking interventions and outcomes

Regular reports will be provided to the Board of County Commissioners and the Housing Authority Board to demonstrate the outcomes resulting from this investment in the areas outlined above.

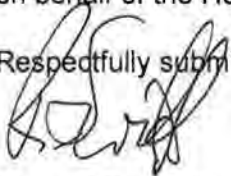
The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Home Forward for the case management of Public Housing residents.

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY AND HOME FORWARD**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Home Forward pursuant to ORS Chapter 190 and for the provision of a full time Service Coordinator by Home Forward to HACC for its Public Housing Program.

B. This Agreement provides the basis for a cooperative working relationship for the case management for households living in Public Housing. Public Housing consists of 545 units. The work ("Work") to be accomplished by Home Forward is set forth in the Scope of Work, attached hereto as Exhibit A and incorporated by this reference herein.

II. Scope of Cooperation

A. Home Forward agrees to:

1. Perform the Work described in Exhibit A of this Agreement;
2. Provide a full time Service Coordinator to HACC, that will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Service Coordinator's 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. – 6:00 p.m.;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. Assign HACC residents with specific needs to the Home Forward Service Coordinator;
2. Pay invoices due to Home Forward within 30 days of receipt;
3. Assist Home Forward with measuring and monitoring outcomes of Service Coordinator's interventions or care plans.

III. Consideration

A. HACC agrees to pay Home Forward, from available and authorized funds, a sum not to exceed two hundred ninety-nine thousand nine hundred forty-one dollars and zero cents (\$299,941) 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 & Fringe \$56,737	Salary & Fringe \$60,006	Salary & Fringe \$63,563
Benefits \$29,726	Benefits \$30,902	Benefits \$31,839
<u>Admin Fee \$8,537</u>	<u>Admin Fee \$9,091</u>	<u>Admin Fee \$9,540</u>
TOTAL \$95,000	TOTAL \$99,999	TOTAL \$104,942

B. Terms of Payment:

1. Home Forward will invoice HACC on a quarterly 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 Home Forward's sole remedy for HACC's failure to pay is termination of this Agreement.

IV. Agency Contacts

HACC on-site Resident Services	Jemila Hart, Resident Services Coordinator	jemilahar@clackamas.us
HACC Contracts & Oversight	Elizabeth Miller, Administrative Svs Supervisor	emiller@clackamas.us
Home Forward on-site Service Coordinator		
Home Forward Contracts & Oversight		

V. Other Terms

- A. Monitoring and Measurement. HACC and Home Forward will develop benchmarks or metrics for monitoring the Service Coordinator's impact on outcomes listed in Exhibit A of this Agreement. Caseload will be established and monitored by HACC's Resident Services Coordinator and Home Forward's Human Services Manager.
- B. Indemnification. Home Forward 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 Home Forward, its subcontractors, agents, or employees. Home Forward 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 Home Forward or the Home Forward's employees, subcontractors, or agents.

However, neither Home Forward nor any attorney engaged by Home Forward 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 Home Forward 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 Home Forward. 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. Home Forward 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, Home Forward shall provide documentation to HACC of Home Forward'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 Home Forward 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. Home Forward, 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. Home Forward 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. Home Forward 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, Home Forward 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. Home Forward 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. Home Forward 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 Home Forward 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) 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. Home Forward 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 Home Forward nor HACC shall be held responsible for delay or default caused by events outside of the Home Forward or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Home Forward 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. Home Forward 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 Home Forward or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). Home Forward agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Home Forward 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.

VI. **Term and Termination of Agreement**

- A. This agreement is effective upon execution and will terminate three years later.
- B. 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 Home Forward 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 Home Forward 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.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

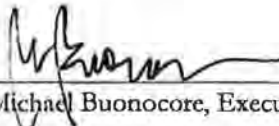
Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Home Forward



Michael Buonocore, Executive Director

4.10.19

Date

EXHIBIT A – SCOPE OF WORK
SERVICE COORDINATORS FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)

I. Logistics and Management of Caseload:

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

II. The Service Coordinator will attend the following meetings on a regular basis:

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

III. Primary Work Responsibilities of a Service Coordinator:

- A. Housing Stability: To address the needs of households, staff works with property management to prevent evictions leading to the loss of housing and responds to crises in order to remedy and/or deescalate the situation.
- a. Create proactive activities around lease engagement, including follow-up with property management on challenges that arise for residents.
 - b. We offer support before the concerns have risen to a level of formal notice and provide direct support to assist residents in meeting their needs.
 - c. If an eviction notice is given, Service Coordinators respond by informing households of their options and attempt to remedy the issues in order to maintain housing stability.
- B. Economic Stability and Self-Reliance: To increase earning potential, Resident Services provide work-focused households coaching and connections to:
- a. Asset building
 - b. Education
 - c. Employment support
 - d. Fundamentals include job training, GED/high school completion, credit repair, expungement of criminal history, and removing barriers to greater economic stability.
- C. Promoting Quality of Life: Too often a sense of isolation can exist for seniors and people with disabilities. Often times, residents report that they feel disconnected from the surrounding neighborhood and express a desire to access the resources available in the larger community. These resources include:
- a. Affordable nutritious food
 - b. Better access to wellness programs
 - c. Enhanced social activities
 - d. For seniors and people with disabilities, Resident Services works towards creating social networks and effective linkages to programs that promote a positive quality of life.
- D. Advancing Young People: In order for families to achieve and sustain housing and economic stability, the needs of the entire family, especially those with children, must be addressed. Stability in housing and success at school go hand in hand. We seek to develop greater educational and leadership opportunities for youth early on in order to create greater economic stability in their adult lives. Evidence tells us that youth are more likely to graduate from high school, go on to college/job training, and become economically stable when they have had multiple positive interventions early on in their lives. If we guide youth towards greater stability, we believe that when they reach adulthood they will not need the same housing assistance that was needed by their parents.

- E. Community Building: The entire community is transformed when its members can access a full range of health, wellness, and social activity programs. Home Forward strives to build a sense of community by engaging with partners and residents to design activities and services that promote healthy and well-connected neighbors and neighborhoods.
- F. Performance Measures: tracking interventions and outcomes is important when evaluating programs and important for future funding opportunities.

Home Forward will submit quarterly reports to HACC regarding the following interventions and outcomes:

- a. Increase the number of culturally specific services delivered;
- b. Increase the number of services delivered for high barrier households;
- c. Increase the number of families having greater economic stability;
- d. Increase access to community resources;
- e. Increase the sense of community cohesion among residents;
- f. Decrease the number of eviction notices;
- g. Decrease the number of underserved households;
- h. Decrease the number of failed housing inspections; and
- i. Decrease the number of households facing potential loss of housing

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.

**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 Svs 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

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

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.

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;

May 16, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Public Housing Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Public Housing families.
Dollar Amount and Fiscal Impact	\$120,000 total over two (2) years
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	May 16, 2019 – May 15, 2022
Previous Board Action	Board approved last IGA on April 5, 2018 (exp 6/30/19)
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	May 2, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9247

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in the Public Housing program.

The Public Housing program consists of 545 housing units. Clients are selected 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 Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units, in the community or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems

- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

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

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Public Housing residents.

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health, Housing and Human Services Department, Social Services Division (SSD) for the provision of a half time Case Manager by SSD to HACC for its Public Housing Program. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for households living in Public Housing at risk of eviction. Public Housing consists of 545 units. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. Perform the work described in the Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, that will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management and resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. Perform the work described in the Scope of Work in Exhibit A of this Agreement;
2. In cooperation with the SSD Human Services Manager, assign HACC residents with specific needs to the Case Manager;
3. Caseload will be established and monitored by HACC's Resident Services Coordinator and SSD's Human Services Manager;
4. Pay invoices due to SSD within 30 days of receipt;
5. Assist SSD with measuring and monitoring outcomes of Case Manager's interventions or care plans.

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half time case manager will be \$60,000 per year. The budget components are detailed as follows:

Salary & Fringe Benefits	\$104,292
Indirect Costs	\$8,706
<u>Allocated Costs</u>	<u>\$7,002</u>
TOTAL	\$120,000

This budget may be amended by the Executive Directors of HACC and SSD upon written notification.

- B. HACC may provide funds through its Resident Participation Funds for small miscellaneous expenditures that assist residents with accessing essential services such as transportation fees, school application fees, etc.
- C. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.
- D. Control of Personnel. The Case Manager provided by SSD is solely the employee of SSD. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by SSD. Allegations of misconduct shall be investigated in accordance with applicable Clackamas County policy and procedures. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the services provided by the Case Manager shall be that of SSD.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Jemila Hart, 503-655-8877, jemilahar@clackamas.us

Liaison from SSD for the Program will be: Erika Silver, 503-650-5725, ESilver@clackamas.us. Liaison will determine case manager staff.

V. Other Terms

- A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A of this Agreement.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- C. Insurance Requirements.
The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- E. Indemnification.
Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, SSD agrees to indemnify, save harmless and defend HACC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of SSD or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which SSD has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend SSD, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

VI. Term of Agreement

- A. This agreement is effective July 1, 2019 and will terminate on June 30, 2021. The term of this Agreement may be extended by Amendment as noted in Section V above.

VII. Termination

- A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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 Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

**EXHIBIT A – SCOPE OF WORK
CASE MANAGER FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)**

I. Logistics and Management of Caseload:

Case manager will work in collaboration with HACC Resident Services team, including the HACC Human Services Coordinator (HSC), Resident Services Assistant and Resident Services Interns. HACC Resident Services will assist Case Manager with identifying residents in need of assistance, and work to develop strategies to provide crisis management and support services. Case Manager will have an office at PSB. However, HACC can provide remote workspace at Hillside Manor or Oregon City View Manor (OCVM). Most case management work on site will take place at tenant's living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

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

III. Primary Work Responsibilities of Case Manager:

- Eviction Prevention – Work collaboratively with Resident Services team and other parties to prevent evictions.
- Vulnerable Residents – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- Advocacy - Advocating for residents to navigate service systems and meet basic needs.
- Tracking Interventions and Outcomes – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.