

May 18, 2023

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with Home Forward for continued Resident Services staff to expand programming for families living in Public Housing. Agreement value is \$114,950.13 for 1 year, with five 1-year renewal options. Funding is through Metro Supportive Housing Services Funds. No County General Funds are involved.

Previous Board Action/Review	5/16/23 – Item presented at Issues		
Performance Clackamas	1. Which indicator of success does this item affect? This agreement ensures healthy, safe and secure communities by increasing housing stability for public housing clients.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Toni Karter	Contact Phone	503-650-3139

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC), as part of the Housing & Community Development Division of the Health, Housing and Human Services Department, requests approval of an Intergovernmental Agreement (IGA) with Home Forward for the expansion of resident services for families living in Public Housing properties in Clackamas County.

The Public Housing properties consist of 545 housing units. Clients are selected from the public housing specific wait list, which includes many families who are homeless and/or have barriers to housing. Providing resident services and other supportive services for these families leads to greater housing stability.

The resident services specialist provided by Home Forward will work in collaboration with HACC’s Resident Services Team to expand their team.

The resident services specialist’s work will assist with:

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- Increasing housing stability and preventing evictions
- Promoting resident economic stability, self-reliance, and quality of life
- Connecting vulnerable residents to additional support services
- Assisting residents in navigating complex systems
- Assisting Youth in advancement and self-sufficiency.
- Building community within our public housing properties
- Tracking interventions and outcomes

The funding source is Supportive Housing Service Measure funding.

RECOMMENDATION: Staff requests that the Housing Authority Board approve the IGA with Home Forward and authorize Tootie Smith, Chair, to sign the agreement on behalf of the Board.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

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

THIS AGREEMENT (this “Agreement”) is entered into between the Housing Authority of Clackamas County (“HACC”), a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes, and Home Forward, collectively referred to as the “Parties” and each a “Party.”

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.

HACC has requested, and Home Forward has agreed, that Home Forward provide 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 incorporated by this reference herein.

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 signature of both parties and will terminate on December 31, 2024. Home Forward may seek reimbursement for eligible expenditures incurred on or after January 1, 2023. This Agreement may be renewed annually for up to five additional one- year terms.
- 2. Scope of Work.** Home Forward agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
- 3. Consideration.** HACC agrees to pay Home Forward, from available and authorized funds, a sum not to exceed one hundred fourteen thousand nine hundred fifty dollars and thirteen cents (\$114,950.13) annually for accomplishing the Work required by this Agreement. Consideration is on a reimbursement basis in accordance with the budget set forth in Exhibit B.

Home Forward understands and agrees that HACC’s obligation to pay Home Forward for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government (“Metro”) under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Payment.** Unless otherwise specified, Home Forward shall submit quarterly invoices for Work performed and shall include the total amount billed to date by Home Forward prior to the current invoice. Invoices shall describe all Work performed with particularity, by

whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Home Forward following HACC's review and approval of invoices. Home Forward shall not submit invoices for, and HACC 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 Home Forward 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. *Home Forward Representations and Warranties:* Home Forward represents and warrants to HACC that Home Forward 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 Home Forward 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 Home Forward or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. 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. Upon termination for breach of the Agreement, each party shall have all rights and remedies available to it at all, in equity, or under this Agreement.
- C. Home Forward 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. Home Forward may terminate this Agreement in the event HACC fails to receive expenditure authority sufficient to allow Home Forward, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or HACC 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.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Home Forward 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 Home Forward or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Home Forward 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 Home Forward, 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.

Indemnification and Defense of Metro. Home Forward agrees to indemnify, defend, save and hold harmless, 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 Contract. However, neither Home Forward nor any attorney engaged by Home Forward shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the authority to act as legal counsel for Metro, nor shall Home Forward settle any claim on behalf of Metro without the approval of the Metro may, at its election and expense, assume its own defense and settlement.

- 8. Insurance.** 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.

9. 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.

A. Biljana Jesic or their designee will act as liaison for Home Forward

Contact Information:

Biljana.Jesic@homeforward.org

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

Contact Information:

emiller@clackamas.us

10. 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 Home Forward 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 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.

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.** 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 HACC’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of HACC. HACC shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Home Forward shall promptly deliver these materials to HACC’s project manager.
- F. Reserved.**
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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, except to the extent specifically provided herein. 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.
- L. No Third-Party Beneficiary.** HACC and Home Forward 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.
- M. 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 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.
- N. 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.
- O. Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (O), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. 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.
- Q. Time is of the Essence.** Home Forward agrees that time is of the essence in the performance this Agreement.
- R. 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.

- S. Force Majeure.** Neither HACC nor Home Forward shall be held responsible for delay or default caused by events outside of HACC or Home Forward'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.
- T. 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.
- U. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- V. Reporting Requirements.** In performance of the Work, Home Forward shall ensure its contract providers:
- a. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database. As used herein, "participation" means:
 - i. Completing all necessary initial HMIS data entry training within one month of Agreement execution;
 - ii. Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - iii. Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv. Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v. Correcting data quality, missing information, and null data errors as specified by HACC's SHS Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi. Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
 - vii. Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;

viii. Ensuring only authorized contractor staff, trained by HACC, access the HMIS software.

- b. Work with HACC to improve on performance targets
- c. Conduct a post-program exit follow-up assessments at 6- and 12-months post-exit and enter the results of that assessment into HMIS.
- d. Work cooperatively with HACC to prepare an annual participant feedback report
- e. Submit to monitoring for contract compliance.

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY**

Chair, Tootie Smith
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Commissioner, Ben West
Resident Commissioner Ann Leenstra

Home Forward

Kitty Miller 4/25/23

Signing on Behalf of the Housing Authority
Board

Signing on Behalf of Home Forward

Tootie Smith, Chair

see signature above_____
Chief Administrative Officer


County Counsel Approved as to form:  Date: 04/25/2023

Exhibit A

SCOPE OF WORK

SERVICE COORDINATORS FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)

I. Logistics and Management of Caseload:

Home Forward will provide HACC with a Service Coordinator. The Service Coordinator will work as a member of the resident services team, which includes the Human Services Coordinator, Housing Case manager, Americorps participants and Resident Services Interns. The Service Coordinator will help identify residents in need of assistance, and work to develop strategies to provide crisis management and support services. Service Coordinator will have several offices in Oregon City and Milwaukie. The Service Coordinator is solely the employee of Home Forward. Home Forward is solely responsible for all employment matters related to the Service Coordinator, including but not limited to employment and human resources functions, worker's compensation, leave, discipline, benefits, insurance, compensation, and related matters.

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

- Weekly Property Management Eviction Prevention Meeting
- Weekly staffing meetings with Resident Services team
- Monthly Multi-disciplinary Team Meetings
- Monthly meetings involving various community partners including schools, healthcare systems, public health, youth providers etc.

III. Primary Work Responsibilities of a Service Coordinator

Home Forward, through the Service Coordinator, will provide service coordination, housing stability, and community building, as detailed below:

- A. **Housing Stability:** to address the needs of households, Home Forward will work with property management to prevent evictions leading to the loss of housing and responds to crisis in order to remedy and/or deescalate the situation
 - Create proactive activities around lease engagement, including follow-up with property management challenges that arise for residents
 - 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.
 - 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, Home Forward will provide work-focused households coaching and connections to:
 - Asset building
 - Education
 - Employment Support
 - 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 time, residents’ report that they feel disconnected from the surrounding neighborhood and express a desire to access the resources available in the larger community. To address these issues, Home Forward will provide the following resources:
 - Affordable nutritious food
 - Better access to wellness programs
 - Enhanced social activities
 - 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 Youth People: In order for families to achieve and sustain housing and economic stability, the need of the entire family, especially those with children, must be addressed. Stability in housing and success at school go hand in hand. Home Forward will develop greater educational and leadership opportunities for youth early on in order to create greater economic stability in their adults 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 great 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 will strive to build a sense of community by engaging with partners and residents to design activities and services that promote health 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 use Family Metrics, HACC’s case management system.

In addition to the above, Home Forward agrees to accomplish the above work under the following terms:

- Utilize a trauma informed approach along with property peer language
- Actively participate in trainings, coordination, case conferencing and other meetings as reasonably required by HACC
- Work in partnership with HACC Resident Services and property management
- Maintain active communication with Resident Services team including but not limited to ongoing communications regarding best practices, program policies, information tracking and participant vulnerabilities
- Participate in HACC property community events such as food markets, health events and initiatives
- Be accessible and reachable through various means, including but not limited to walk-in, phone, text and email
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines, included as Exhibit C.

Goals and Benchmarks

Outcome	Goal	Data Source
Service Connection	75% of people served will be connected with at least one resource	Family Metrics

Housing Stability/Eviction Prevention	80% of households served will retain rental housing at their current unit 6 months after their intervention	Family Metrics/Yardi
Community Building	Coordinate free food market monthly and at least one additional community gathering quarterly	Family Metrics

If Home Forward fails to meet the metrics described above, the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, with all remedies, up to and including contract termination, available

EXHIBIT B

BUDGET

Home Forward Resident Services Proposed Budget		
Description	Budget	Notes
Salary: Service Coordinator (1 FTE)	\$ 53,679.97	FY23 budget
Benefits Package (1 FTE)	\$ 31,548.15	FY23 budget
Taxes (1 FTE)	\$ 4,082.00	FY23 budget
Contracted Services	\$ 7,200.00	Financial capabilities workshops for work-focused households, seniors, and residents with disabilities, credit counseling, resume and job search workshops, health and wellness services
Buried in Treasure Training	\$ 1,500.00	Training for residents
Stipends	\$ 2,400.00	Community Builders Program (stipends for residents)
Travel	\$ 650.00	Mileage reimbursement
Cell phone monthly fees	\$ 720.00	\$60 per month
Training	\$ 450.00	Staff training
Programming	\$ 1,800.00	Community Activities and programming
Software	\$ 470.00	Annual Family Metrics License
Sub Total:	\$ 104,500.12	
Admin Fees	\$ 10,450.01	10% of total expense
Total:	\$ 114,950.13	

EXHIBIT C
FLEX FUNDING POLICY

Flexible Funding in the SHS program may be used to pay for supportive services or items that address specific needs of program participants. SHS flexible funding must only be used to assist program participants to obtain and maintain permanent housing. All SHS providers will follow procurement law and use reasonable discretion to make economical purchasing choices. **This list below includes guidelines and policies that should be used to inform program budgeting for use of client services flexible funding, recommended caps for specific expenditures, and some resources to seek first before using client services flexible funding.**

All uses of SHS client services flexible funding must fall within one of the following three categories:

- 1) Outreach – including safety on the streets/survival assistance (refer to your contract’s scope of work for further specific guidelines on outreach-related flexible funding use)
- 2) Obtaining permanent housing – including removal of barriers to obtaining permanent housing, acquiring necessary documents, filing and application fees, moving and furnishings, etc.
- 3) Maintaining permanent housing – including supportive services such as skills training, credit counseling, benefits acquisition, etc.; and eviction prevention costs, such as rent and utility arrears.

All providers must maintain supportive documentation that any use of client services flexible funding falls within these three categories. For expenses that fall outside the spending guidelines listed below, please document the justification for the variance in such expenses as they relate to the three eligible categories above; this may include notes in the client’s case file, supporting documentation from a medical provider, ledgers of unpaid debts to a housing provider, etc. Any questions on eligible use or supporting documentation can be directed to HousingServices@clackamas.us.

Housing Services staff will periodically monitor agency client services flex fund utilization to ensure that supportive documentation has been maintained. Failure to maintain supportive documentation will lead to progressive corrective action, which may include contract termination.

Rental Screening Barrier Busting

- Identification/documentation replacement-*up to \$200/person*
- Rent Arrears (up to \$5,000/household)- if needed to remove screening barrier and access rental housing
 - Be sure to consult COVID-related rental arrears legal guidance to determine if rental arrears accumulated during CY2020 and CY2021 may be used in landlord screening. Housing Rights and Resources maintains up-to-date info on these and other protections: <https://www.clackamas.us/socialservices/housingassistance.html>

- Utility arrears (*up to \$1000/household*)- if needed to remove screening barrier and access rental housing or to set up utilities in rental housing
 - Before making a payment, consult with Clackamas Energy Assistance Program: contacts at <https://www.clackamas.us/socialservices/energy.html>
- Traffic fines and fees up to \$1000
 - must be tied to removing screening barrier to rental housing-

Housing Related Costs

- Rental Application fees-up to *\$150/household*
- Holding deposits-up to *\$400/household*
- Utility deposits-up to *\$500/household*
- Rental/Security deposits – work with RLRA team **first** to problem solve based on client specific needs to ensure compliance with the HACC Move Policy and in cases where the landlord will not accept a promissory note on a new move-in. If a participant needs to move due to health and/or safety and no other resources exist, flex funds can be used to pay for the security deposit. Check with HACC voucher program **first** to confirm if deposit assistance is available prior to using flex funds.
- Pet deposits- for up to 2 pets-up to *\$800*
- Utility payments—*up to \$500*
 - There is a utility allowance built into in the HACC rent calculation document *for heat, water, sewer, garbage and power to the rental unit*. Ensure the participant has an on-going plan to cover utility costs
- Unpaid tenant portion of rent: up to \$500
 - Must be a one-time or short-term prevention strategy
- Moving costs-up to *\$500 in total/household*
 - May include: truck rental, moving company, and/or moving supplies
 - If hiring a moving company, agency must receive 3 quotes before contracting with lowest price
- Community Warehouse participation costs, including delivery fee-up to *\$500/household*
- Mattress (when unavailable at Community Warehouse) - up to *\$400*
 - For mattresses at a higher cost, please document need (such as medical need that could not be paid for with health insurance)
- Mediation between landlords and program participants-up to *\$300*
 - See also free landlord mediation services provided through the County's Resolutions Services: <https://www.clackamas.us/ccrs/eviction-prevention-mediation>
- Temporary short-term housing provision- up to \$150 per night
 - Diversion should be used in all cases to find the most cost efficient, trauma-informed, and suitable option for each participant
 - If Emergency Shelter is the best intervention, attempts must be made first utilize existing Emergency Shelter units or vouchers
 - Hotel/motel costs may be paid out of flex funding if all other options have been exhausted, including diversion, and this is the best option for the individual
 - Costs up to \$150 per night
 - **Must seek re-authorization at least monthly with Housing Services team**

to continue to pay for this cost

Other General Uses

- Basic Hygiene/medical needs-up to *\$100/person/year*
 - Ex. Menstruation products, toilet paper, first aid kit and/or supplies, toiletries etc.
- Survival assistance-up to \$500/household-
 - Includes costs to support program participants' ability to survive the elements while identifying temporary and/or permanent housing options.
 - Ex. Tent, sleeping bag, hand/foot warmers, socks, shoes, warm weather gear, food/water, sun screen, backpack etc.
- Assistance applying for benefits-up to *\$500/applicant*
 - Ex. Fees to attorneys or others to assist with completing an SSI/SSDI application
- Cell phone bill-up to *\$200/household*
 - Before paying with SHS funds, households must apply for reduced cost phone programs. Example: Oregon Lifeline, <https://www.oregon.gov/puc/pages/oregon-lifeline.aspx>; Oregon Health Plan members can also receive a free phone via their care coordinator (with CareOregon or HealthShare). Info at: <https://www.healthplansinoregon.com/free-cell-phones-for-members-of-oregon-health-plan/>
- Educational/Life Skills services-up to *\$300*
 - Ex. Consumer/financial ed, health education, prevention programs, literacy, ESL/ELL, GED, tutoring, household management, conflict management, use of public transit, nutrition, meal prep, parental ed
 - Ex. buying required books, supplies, and/or instructional material associated with education
- Transportation
 - Bus passes (*monthly*)-*\$100/person*
 - If qualified, agency must assist individuals in applying for honored citizen or other reduced cost bus passes; apply via <https://trimet.org/fares/honoredcitizen.htm>
 - Check with local partners about TriMet partnerships to offset the cost of bus passes (example, Clackamas Service Center and The Father's Heart)
 - Gas cards (*up to \$100 monthly*)
 - When transportation is at least 70% associated with participants work, healthcare needs, grocery shopping, accessing services, and other essential functions
 - SHS funding can only pay for gas cards on an as-needed bases. This policy should **not** be read to mean that every participant with a vehicle automatically receives \$100 a month
 - Car repair or maintenance, not to exceed 10% of Blue Book value of the vehicle-
- Food (*up to \$150/mo/household*)
 - Food paid for by SHS should be supplemental to SNAP benefits and accessing food

- banks and other free or reduced cost food programs
- SHS funding can only pay for food on an as-needed bases. This policy should **not** be read to mean that every participant/household automatically receives \$150 a month in food assistance
- Employment assistance and job training- in-person or online- up to *\$100/working-age person*
 - Ex. Training in particular software or computer skills, on-the-job instruction, employment assistance programs, reasonable stipends for job training
- Costs or fees associated with participating in necessary healthcare services- up to *\$100*
 - *Contact Clackamas County Behavioral Health for appointments*
 - Ex. mental or physical health costs, program fees, etc.
- Credit Counseling- up to *\$75*
 - Assistance with resolving personal credit issues
- Engagement services- costs to support engagement with program participants-up to *\$150/household*
- Child Care
 - Cost of establishing childcare or providing childcare vouchers
 - Costs for food, as required by a childcare provider
- Storage unit costs- -up to *\$200/household*
 - *Storage unit costs should only be covered for a short time (generally 3 months max) until a participant can be reunited with their possessions*