



HOUSING AUTHORITY OF YAMHILL COUNTY

Exhibit "B"

Memorandum of Agreement

Between the Housing Authority of Yamhill County
And
Yamhill County Health and Human Services

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of April, 2019, by and between the Housing Authority of Yamhill County (hereinafter referred to as "HAYC"), and Yamhill County, a political subdivision of the State of Oregon ("hereinafter referred to as the "Contractor").

I. Recitals

- A. The Housing Choice Voucher Fast Track Program (the "Program") provides rental subsidies and support services to individuals and families through a collaborative effort of HAYC and community-based organizations.
- B. On January 2, 2019, a Request for Proposals was issued to competitively solicit proposals.
- C. HAYC desires to enter into an agreement to provide services to assist Very Low and Extremely Low Income individuals and families in their efforts to re-enter permanent housing.
- D. The Contractor desires to provide services to Eligible Participants as intended by the Program and consistent with their proposal submitted on February 19, 2019. The Contractor possesses the personnel, administrative resources, licenses and other legal authorizations, expertise and qualifications to provide supportive services to program participants.
- E. HAYC is administering the Program using the current Section 8 allocations of vouchers made available by turnover.
- F. The number of vouchers made available at any given time is not fixed, and the HAYC may, at any time, increase, decrease, suspend, or terminate the number of available vouchers to achieve is 100% lease-up goal.
- G. HAYC provides no funding for supportive services or administrative costs under this Agreement.
- H. Adequate consideration exists for this Agreement. Based upon said consideration, and the foregoing recitals, the parties agree to the following terms and conditions.



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II. Agreement Terms and Conditions

A. Term

Initial Term. The voucher award will be for an initial one (1) year period and assessed yearly thereafter. This Agreement will commence on April 1, 2019 and continue in full force and effect through March 31, 2020 unless earlier terminated as provided elsewhere in this Agreement.

B. Statement of Work

1. **Scope of Work.** The Contractor will, in a manner satisfactory to HAYC, completely perform the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated and made a part of this Agreement. The Contractor will also perform in accordance with its proposal to HAYC dated February 19, 2019, which is attached as Exhibit C, entitled Contractor's proposal. Any conflicts between the requirements of Exhibit A and the "Work Plan" presented in the Contractor's proposal will be referred for resolution to HAYC, whose decisions in such matters will be final and binding on both parties.
2. **Key Personnel.** The Contractor will provide key personnel listed below to perform the above-specified services. The Contractor will notify HAYC as to any changes in key personnel within 14 days of occurrence.
3. **Materials, Equipment and Personnel.** Contractor will furnish, at Contractor's own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement.
4. **Liability and Indemnification.** Contractor assumes the risk of all damage, loss, costs, and expense, arising out of the performance of this Agreement. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor agrees to indemnify, defend, and hold free and harmless HAYC, and each of its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, or in connection with the provision of services under this Program and/or Contractor's performance of this Agreement. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this Agreement, Contractor agrees that HAYC may employ attorneys of its own selection to appear and defend the claim or action on behalf of HAYC, at the expense of Contractor. HAYC, at its option, will have sole authority for the direction of the defense, and HAYC will be the sole judge of the acceptability of any compromise or settlement of any claims or actions against HAYC.



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HAYC agrees to indemnify, defend, and hold free and harmless Contractor and each of its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, or in connection with the provision of services under this Program and/or HAYC's performance of this Agreement. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this Agreement, HAYC agrees that Contractor may employ attorneys of its own selection to appear and defend the claim or action on behalf of Contractor, at the expense of HAYC. Contractor, at its option, will have sole authority for the direction of the defense, and Contractor will be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Contractor.

5. Contract Termination.

- a. Either party may cancel this Agreement without cause upon 30 days written notice to the other party.
- b. If Contractor breaches its duties or fails to satisfactorily perform under this Agreement, HAYC will, if it believes that the breach or failure to perform can be cured, provide written notice of such breach and allow Contractor thirty (30) days to cure the breach or failure to perform. At the end of the 30-day period, if the failure to perform has not been remedied, this Agreement will automatically terminate.
- c. Should HAYC believe that Contractor has breached or failed to perform under this Agreement and that the breach or failure cannot be cured or constitutes a serious risk to the health or welfare of HAYC clients or risk to HAYC, then, HAYC may terminate this Agreement upon ten (10) days written notice to the Contractor.
- d. In the event of an uncured breach of this Agreement, the Contractor will be liable for all damages allowed by law.

6. Supervision and Inspection

- a. In the provision of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the services, HAYC being interested in the results obtained. However, the services and performance of Contractor contemplated herein must meet the approval of HAYC and will be subject to HAYC's and designated auditor's general right of inspection and supervision to secure the satisfactory completion thereof.
- b. Contractor agrees to allow periodic inspections of the Program operations so as to enable HAYC to evaluate performance under this Agreement.



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Contractor will make available to HAYC all records or pertinent information, which the Contractor will have kept, pertaining to this Agreement. The Contractor will also furnish monthly reports, schedules and other such Program data as reasonably required to evaluate performance. Contractor agrees to obtain all required releases of information agreements for Eligible Participants required to facilitate required records examination.

- c. HAYC will review all reports, records and data submitted by Contractor within thirty (30) days following delivery and notify Contractor in writing of any discrepancies or deficiencies contained in such material.
 - d. Contractor agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may in the future become applicable to Contractor.
7. **Entire Agreement.** This Agreement herein is the complete expression of the terms agreed to by the parties. Any oral representations or understandings not incorporated herein are excluded and form no part of this Agreement. Any modification of this Agreement will be in writing and signed by both parties.
8. **Notices.** All notices to be given with respect to this Agreement will be in writing. Each notice will be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing, or by personally presenting the notice to the other party. The addresses for notification designated by the parties are as follows:
- | | |
|---|--|
| Yamhill County Health and
Human Services
627 NE Evans St
McMinnville, OR 97128
freye@co.yamhill.or.us | Housing Authority of Yamhill County
135 NE Dunn Pl

McMinnville, OR 97128
Attn: Megan Ramos
mramos@hayc.org |
|---|--|
- Every notice will be deemed to have been given and received at the time it will be deposited in the United States mail in the manner prescribed herein.
9. **Assignment.** Contractor will not transfer or assign this Agreement in whole or in part without the express written consent of the HAYC, which consent may be granted or withheld in HAYC's sole discretion and judgment.
10. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Oregon. Venue for any action or proceeding will be in Yamhill County, Oregon.



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- 11. Construction and Interpretation.** This Agreement was freely and voluntarily negotiated between the parties. Although the HAYC and/or HAYC's agent initially drew the provisions of this Agreement, the parties agree that this circumstance will not create any presumption, cannon of construction, or implication favoring the position of either HAYC or Contractor. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired or required.
- 12. Corporate Authority.** Each party represents and warrants that each has full authority to sign this Agreement and that such signature binds each corporation or entity which is a party to this Agreement. Upon execution of this Agreement, upon request of either party, the other party will promptly deliver to the requesting party a copy of a resolution of that party's Board of Directors or other controlling body authorizing such execution or other reasonably acceptable evidence of such authority.
- 13. Insurance.** Each party shall maintain in full force and effect prudent levels of general liability, public liability and property damage insurance or self-insurance to cover any claims that may arise by virtue of their actions. Each party shall furnish proof of coverage to the other party upon request.
- 14. Costs and Attorneys Fees.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.
- 15. Non-Discrimination.** HAYC and Contractor agree that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or domestic partnership, suffer discrimination in the performance of this Agreement when employed by HAYC or Contractor. Further, HAYC and Contractor agree to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84. Title VI as implemented by 45 CFR 80 and 84, states in part that "No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receive or benefits from federal financial assistance."
- 16. Compliance With Applicable Laws.** Contractor and HAYC agree to comply with applicable local, state and federal regulations and all provisions of federal and state law relating to both parties performance under this Agreement.



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17. **Counterparts.** The parties may execute this Agreement in counterparts, each of which shall be deemed to be an original thereof. The parties agree that facsimile signatures shall be accepted as original signatures with respect to this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement.

Yamhill County

By: [Signature] 4/11/19
Date
Silas Halloran-Steiner
Its: Health and Human Services Director

By: [Signature] 4/11/19
Date
Its: Yamhill County Commissioner

By: [Signature] 4/15/19
Date
Its:

Housing Authority of Yamhill County

By: [Signature] 4-5-19
Date
Megan Ramos
Its: Director of Housing Services

Accepted by Yamhill County
Board of Commissioners on
4/11/19 by Board Order
19-106

Exhibit A

SCOPE OF WORK

Housing Authority of Yamhill County

Housing Choice Voucher Fast Track Referral Program

A. Introduction

The objective of the Housing Choice Voucher Fast Track Referral Program ("the Program") is to provide affordable, permanent housing for individuals and families to stabilize their living conditions and remain successfully housed.

The Housing Authority of Yamhill County (HAYC) is administering the Program using their existing allocations of vouchers made available through turnover. The current estimate of vouchers available for the Program is 25 vouchers per month. As the number of vouchers is dependent upon federal funding, the number of the vouchers available to the Program may vary. Accordingly, the HAYC may, at any time, raise or lower the number of available vouchers.

Approved contractors will be allotted a set number referral slots each month. Referrals not used will not roll over into future months.

B. Definition of Terms

1. Very Low-Income: Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD).
2. Extremely Low Income: Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by HUD.
3. Eligible Family: A very low or extremely low-income individual or family that meets the eligibility criteria for the Program.
4. Participant Family: An individual or family referred by an agency, which has been admitted to the Program and is currently assisted in the Program. The family becomes a Participant Family on the effective date of initial lease term.

C. Contractor Responsibilities

1. Identify Eligible Families to refer for the Program.
2. Assist individuals and families to accurately complete intake and verification forms required by HAYC.
3. Maintain a list of referrals submitted to HAYC for the Program by date and make those records available to the HAYC, HUD and/or Office of Inspector (OIG) for any monitoring audits that may be required to ensure Program compliance.
4. Require family participation in the Ready to Rent Program or similar and ensure Eligible Families complete said program within 6 months of voucher issuance.

5. Assist Eligible Families in housing search efforts by providing services such as compiling and distributing provider generated property listings, conducting landlord/owner outreach, accessing resources available within the community and accompanying Eligible Families when they view potential rental units.
6. If necessary, Contractor will provide its own language interpreter to Eligible Families.
7. Require attendance of appropriate staff at HAYC meetings or training sessions regarding the Program.
8. Notify the HAYC in writing of changes in key personnel for the Program within 14 days.
9. Conduct assessments to determine the supportive services needed by each Eligible Family, which will enable them to be successful in transitioning to and maintaining permanent housing. Services which may include, but are not limited to, assistance with HAYC paperwork and inspections, counseling on housekeeping, money management, independent living skills and tenant obligations, assistance applying for public benefits, assistance resolving tenant/landlord/HAYC problems.
10. Create a written action plan to provide or refer Eligible Families to indicated supportive services, provide a copy to HAYC.

D. HAYC RESPONSIBILITIES

HAYC will:

1. Provide all forms and documents necessary for processing referrals.
2. Process all referrals in accordance with HUD guidelines and the HAYC HCV Administrative Plan.
3. Retain the sole authority to determine eligibility for all referrals submitted by the Contractor.
4. Provide training for the Contractor staff and notification of the Contractor staff of any changes in regulations, policy, rules or key HAYC personnel assigned to the Program.
5. Upon 30 days prior written notice, at any time increase or decrease the number of Eligible Families who may be referred to receive HCV Rental Assistance if, in HAYC's judgement, the goals of the Program would be better served by such a change.
6. Monitor the Contractor's performance by action plans and other documentation to ensure Program compliance.
7. Monitor the Contractor's performance in housing eligible families, providing supportive services and maintain participant families in housing.
8. Determine whether referral slots should be increased or decreased annually and notify contractor, via an updated Memorandum of Agreement to be supplied at least 30 days prior to expiration of the existing MOA.

Exhibit "C"

Work Plan

a. Describe how your agency will accomplish the work and satisfy HAYC's objectives described in this RFP. Describe your outreach and referral process. How will you select clients for referral? What target populations and geographic areas will you serve?

YCHHS will utilize a collaborative team approach to meet HAYC's objectives as outlined in the Request for Proposals. Identification of housing needs is a standard intake component across all YCHHS divisions. As housing needs are identified, direct service providers across YCHHS divisions will complete the existing internal Housing Referral Form which will be reviewed for eligibility and added to the housing referral pool list. Selection of voucher recipients will be prioritized by assessed level of need, capacity to maintain housing in an independent setting with available services and supports, and level of engagement in services. Prioritization will also be made for individuals experiencing homelessness or unsafe living conditions. YCHHS divisions will identify at least one point person, per division, to assist with the monthly selection process and ensuring objectives are carried out according to HAYC identified timelines. Tracking and communication with HAYC regarding issuance and utilization procedures will be centralized. The target population served will include eligible individuals or families enrolled in services with HHS divisions including: Adult Behavioral Health, Community Support Services, Veteran's Services, Developmental Disabilities, and Public Health. The geographic service area is Yamhill County.

b. Provide a description of the specific services you will provide to the individuals and families referred for vouchers. Include the length of your agency's commitment to each family. Where will the services be delivered? How will you deal with individuals and families who refuse to participate in services? What services will be referral based?

Yamhill County Health and Human Services (YCHHS) serves mostly low to no income constituents of Yamhill County who are working towards recovery from mental health, substance use, developmental, or other health challenges, or who are veterans with limited resources. All recipients of a fast track voucher(s) under this program must be engaged in one or more of the following programs with YCHHS at time of issuance: mental health, chemical dependency, developmental disabilities, veterans, or public health home health. The type and duration of services provided will vary depending on the assessed needs of the voucher recipient and the program providing the support. Clients across divisions are typically assigned a clinic-based primary case manager, while community-based supports are typically provided through an internal or external, in case of brokerage services, referral process. Although assessment and ongoing supports will vary, providers across divisions will provide each voucher recipient/s with the following services and supports:

- Division specific comprehensive assessment of health and housing needs to identify individualized supports and services that will promote success with housing attainment and long-term maintenance. Assessments will include a person-centered housing

component to identify specific housing needs, preferences, resources, and barriers to overcome.

- Direct assistance with completion and submission of Section 8 and HAYC forms and documents.
- Direct assistance with housing inspections.
- Support with sign-up for or accompaniment to (as needed) a ready to rent program to ensure completion within six months of voucher issuance.
- Direct support with housing search. Level of support needed will be identified through the comprehensive assessment process. Support may be clinic based for individuals with higher functioning, or community-based for individuals who require direct assistance with navigating housing tasks such as identifying housing leads, communication and timely follow-up with landlords/owners, completing and submitting applications and paperwork, interpreting legal documents, identifying and accessing financial or other housing resources.
- Direct support with maintaining housing. Level of support needed for maintaining housing will also be identified through the comprehensive assessment process. Support may be clinic based for individuals with higher functioning, or community-based for individuals who require direct assistance with managing tasks required for housing maintenance. Community-based services and supports will take place in the individual's home or other community settings, and may include skills training for socialization and communication, financial management, household maintenance, basic activities of daily living, conflict resolution, medication and health management, community mobility, and accessing benefits or community resources.
- Housing search and housing maintenance supports will be clearly outlined as goals and objectives in the service plan or other division specific action plan.
- Language interpretation to individuals and families through bilingual staff or contracted agencies as applicable.

As YCHHS provides safety net health services for Yamhill County residents with chronic health challenges, a high percentage of clientele served through mental health and developmental disabilities programs may receive support for many years depending on level of impairment and need. Home health programs service duration varies based on assessed child and family need, but may be available pre-birth to 2-5 years of age. Direct services provided through Veterans Services also vary depending on individualized needs and desire for support.

The overall vision and mission of YCHHS is to promote long-term health and wellness of constituents served. In doing so, we provide assertive outreach to individuals and families who may present with difficulty engaging in services and/or following through with program objectives. In the event an individual or family fails to respond to multiple outreach attempts via various outreach methods (phone, in-person, letter) while in the early phases of the program (prior to utilization), YCHHS may make the recommendation to HAYC to revoke and reassign the voucher to another person or family in need. YCHHS will clearly outline program expectations, including expectation to complete a ready to rent program, to voucher recipients

at time of voucher issuance and gain understanding and agreement of recipient to follow program expectations.

c. Indicate how many vouchers your agency could use on a monthly basis. Provide backup information regarding how you arrived at this number.

YCHHS anticipates the ability to assign a total of **10** vouchers per month across six divisions as follows: Adult Behavioral Health, Community Support Services, Transitional Treatment & Recovery = 5; Veteran's Services = 2; Developmental Disabilities = 1; Family & Youth = 1; and Public Health = 1. If a division is unable to identify a voucher recipient during any month, the housing pool list will be reviewed and a recipient from any division will be selected based on priority level. This estimate is based on percentage of individuals served who identify as currently experiencing homelessness which is approximately 3% (192 of 7,047) of distinct clients served last year. Additionally, anecdotal information was collected from division supervisors and managers regarding housing need within their division. Historically, we received in excess of 10-15 referrals for available fast track or supportive housing program slots.