

**Pay for Success Feasibility Analysis
Intergovernmental Agreement
Between City of Portland and Multnomah County**

This is an Agreement for services between the City of Portland, Oregon, acting through its Portland Housing Bureau (City) and Multnomah County, acting through the Multnomah County Health Department (County).

PURPOSE: The purpose of this agreement is to provide funding to Multnomah County to complete a feasibility analysis on potential Pay for Success funding models to support the connection between affordable housing interventions and improved health outcomes for low-income households.

The parties agree as follows:

1. **TERM:**

The term of this agreement shall be from July 1, 2016 to June 30, 2017.

2. **RECITALS:**

- a. The Portland Housing Bureau successfully applied to the University of Utah for a grant in the amount of \$96,999 to conduct a feasibility analysis around Pay for Success models of funding to support housing interventions that successfully provide long term health benefits for low-income communities.
- b. The Portland Housing Bureau and the Multnomah County Health Department have been frequent partners on the implementation of programs that address housing condition in order to improve health outcomes around lead poisoning, asthma, indoor trip and fall hazards and other environmental health conditions.
- c. Given the previous work of the Multnomah County Health Department around Medicaid cost reimbursement for asthma prevention and the current involvement in conversations around Medicaid spending policies in Oregon, the Multnomah County Health Department is well positioned to engage stakeholders in conversations around the data driven outcomes.
- d. Portland now desires to enter into an agreement with Multnomah County to undertake a feasibility analysis to explore the possibility of future Pay for Success funding models to increase the local capacity to provide housing interventions such as home repair, weatherization, and lead hazard reduction.

3. **RESPONSIBILITIES:** Multnomah County agrees to:

- a. Participate in implementing the Scope of Work as described in Exhibit 1, as coordinated by Portland;
- b. Designate one or more staff persons to coordinate and implement the Scope of Work as described in Exhibit 1.
- c. Participate in regular and ongoing meetings to evaluate progress in implementing the Scope of Work.

4. **TERMINATION:** This agreement may be terminated by either party upon thirty (30) days' written notice.

5. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Portland, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON
County Chair or designee:

CITY OF PORTLAND, OREGON

Deborah Kafoury
Chair
Multnomah County

Date

Kurt Greager
Director
Portland Housing Bureau

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM

CITY ATTORNEY 7/6/16

Jenny M. Morf _____ Date _____
County Attorney for Multnomah County
By: Assistant County Attorney _____

Tracy Reeve
City Attorney

Date

Mary Hull Caballero
City Auditor

EXHIBIT A
Exhibit 1**Pay for Success Feasibility Analysis**
Scope of Work

1. Attend Sorenson Center Pay for Success “boot camp” in August 2016 and provide summary report of key salient points.
2. Create, convene, and coordinate PFS advisory committee
 - Identify and confirm Committee members
 - Draft and codify Committee charter
 - Draft and maintain Committee meeting calendar
 - Draft and distribute meeting minutes
3. Monthly status update memos
4. Written summary of literature/research review of national PFS efforts that addresses;
 - Who is doing PFS for housing and/or health
 - Success/challenges
 - Outcomes and indicators used
 - Investor partners
5. Map out and track similar local conversations/efforts/pilots/programs
 - OHA, MCHD, OHSU, HUD, OHCS, private health care systems, etc.
 - Existing and evolving Medicare/Medicaid reimbursement practices in Oregon
6. Determine what data is available
 - Who owns it, how do we access it, what gaps are there
7. Coordinate conversations to determine local stakeholder priorities for target populations
8. Review/interview existing programs to identify/suggest how health outcome data is best collected and tracked
9. Catalogue budget allocation information from local housing intervention programming to quantify costs of interventions
10. Where possible, analyze costs savings from housing interventions based on currently available data.
11. Final Feasibility Study Report