

May 9, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a revenue Intergovernmental Grant Agreement with the State of Oregon’s Housing & Community Services Department for the Long-Term Rent Assistance program and services related to the Governor’s State of Emergency Due to Homelessness. Agreement value is \$4,958,448.98 for 14 months. Funding is through the State of Oregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Approval of IGA with State of Oregon’s Housing and Community Services Department for programs related to the Governor’s State of Emergency Due to Homelessness (EO IGA) – May 4, 2023 Amendment #1 to EO IGA (no-cost) executed – August 22, 2023 Amendment #2 to EO IGA adding additional funds - December 14, 2023 Approval request of IGA with OHCS for SB 5511 funding for the Outreach Services for Rural Areas – May 7, 2024 Briefed at Issues - May 7, 2024		
<b>Performance Clackamas</b>	1. This funding aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of an intergovernmental agreement with the State of Oregon’s Housing and Community Services (OHCS) Department for \$4,958,448.98 to fund the Long-Term Rent Assistance (LTRA) program and stabilization services associated with Governor Tina Kotek’s Emergency Order on homelessness (EO-23-02) and Senate Bill (SB) 5511.

On January 10, 2023, the Oregon Governor signed a trio of Emergency Orders (EOs) intended to address the ongoing homelessness crisis across the state. In late March 2023, the Oregon Legislature passed the \$200 million Affordable Housing & Emergency Homelessness Response Package in House Bills 2001 and 5019 to fund additional investments in affordable housing and homelessness, including to achieve stated goals for each Continuum of Care related to housing retention, shelter, and rapid rehousing.

On April 10, 2023, the state awarded \$4,435,295 of EO funding to Clackamas County for rapid

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rehousing and outreach programming. Clackamas County's original rapid rehousing allocation of \$2,770,000 came with a goal of rehousing 130 households (the funding provided up to 12 months of rent assistance). In August 2023, OHCS sought to rebalance funding allocations in an effort to expedite progress towards statewide goals. It inquired with jurisdictions about whether they could take on additional funding and achieve outcomes beyond those made possible with initial funding amounts. Clackamas County's cohort of service providers, led by Clackamas Women's Services, indicated capacity to serve more than the initial goal of 130 households, so staff informed state partners that the county could take on additional funding. The county was allocated an additional \$980,000 to serve 40 more households, increasing the county's rehousing goal to 170 households. These resources have been prioritized to serve rural communities.

Recognizing that many of the households placed as part of the rapid rehousing program would need support beyond 12 months, the state committed to following up on the HB 5019 allocation with future funding for ongoing rent assistance and services. The legislature fulfilled that commitment by allocating additional funding in SB 5511. This funding has led to the development of the new Long-term Rent Assistance (LTRA) program, which effectively serves as a state-funded housing voucher program, much like federal housing voucher programs and the Supportive Housing Services Regional Long-term Rent Assistance program. OHCS has allocated ongoing LTRA funding based on the EO goals, meaning that Clackamas County was allocated \$4,958,448.98 to provide long-term rent assistance to 170 households. LTRA funding will be passed through to the Housing Authority to be administered alongside the county's other housing voucher programs.

Households served by the EO rapid rehousing program that need support beyond 12 months will be given preference for the new LTRA program. The remaining program capacity will allow for new households to be placed into the program. As with the rapid rehousing programming, rural area households will be prioritized for the LTRA program. This provides much-needed program capacity to meet the needs of rural communities.

**RECOMMENDATION:** The Staff recommends the Board approve the intergovernmental agreement with OHCS to accept the award of \$4,958,448.98 in EO funding for the LTRA program.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health Housing and Human Services

**Intergovernmental Grant Agreement****Long-Term Rent Assistance (LTRA)****State of Emergency Due to Homelessness**

This Agreement (this “Agreement”) is between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“OHCS” or “Agency”), and

**Clackamas County**  
**2051 Kaen Road**  
**Oregon City, OR 97045**  
**Adam Brown**  
**(971) 421-0133**  
[Abrown@clackamas.us](mailto:Abrown@clackamas.us)

an Oregon local government entity hereinafter referred to as “**Recipient**”, each individually a “**Party**”, and collectively the “**Parties**”.

**Recitals:**

- A. In recognition that additional funding is needed to sustain the services created under HB 5019, Agency will deploy funding from Senate Bill (SB) 5511 for the creation of a Long Term-Rental Assistance (LTRA) program.
- B. Recipient is willing to execute this Agreement to obligate itself to comply with the terms and conditions contained in this Agreement.

**Agreement:**

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the Parties as follows:

**1. Incorporation**

- a. The foregoing recital(s) are incorporated herein by reference. However, the recitals shall not be deemed to modify the express provisions hereinafter set forth.
- b. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
  - (1) Exhibit A: Grant Activities
  - (2) Exhibit B: LTRA Program Guidance Manual

There are no other documents unless specifically referenced in this Agreement.

- c. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following order of precedence: this Agreement less exhibits, Exhibits A, and B.

2. **Grant Disbursement Generally.** The total maximum not-to-exceed amount (NTE) payable to Recipient under this Agreement, which includes any allowable expenses, is **\$4,958,448.98**. Agency will not disburse grant funds to Recipient in excess of the NTE and will not disburse grant funds until this Agreement has been signed by all parties. Agency will disburse the grant funds to Recipient as described below in Section 6 of this Agreement. Funding amounts specified in this Agreement do not constitute a guarantee that Grantee will receive any or all such funds.

3. **Activities to be Performed:** Recipient shall perform the activities described in Exhibit A, Activities (the “Activities”) in accordance with the terms and conditions of this Agreement and all applicable laws. Recipient must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the reasonable satisfaction of Agency.

4. **Effective Date and Duration**

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

5. **Background and Definitions**

a. The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) organizations within the areas that are included within the emergency declaration. Furthermore, in recognition that additional funding is needed to sustain the services created under HB 5019, Agency will deploy funding from Senate Bill (SB) 5511 for the creation of a Long Term-Rental Assistance (LTRA) program. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

b. Prevent homelessness for 8,750 households statewide;

c. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and

d. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas;

e. All references to “days” in this Agreement shall mean calendar days.

6. **Authorized Expenses:** Agency agrees to pay Recipient, from available and authorized

funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 7 of this Agreement (“Authorized Expenses”), but not to exceed the total amount of **\$4,958,448.98** (the “Grant Funds”), as follows:

**6.1 Total Grant Funding:** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is reasonably satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses in an amount not to exceed **4,958,448.98** following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 1, 2024 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section at least quarterly and in such form and manner as is reasonably satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, the terms of this Agreement will control. Funding amounts specified in this Agreement does not guarantee that Grantee will receive any or all such funds. Any and all disbursements of funds made pursuant to this Agreement are subject to the terms and conditions herein, including, without limitation, that such funds are lawfully and fully appropriated, allocated, properly authorized, and available to Agency. Absent an amendment to this Agreement, regardless of the amount expended, the availability of funding under this Agreement will end on June 30, 2025.

**6.2 Initial Payment:** Upon full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue (a “NOA”) to Recipient, pursuant to which Recipient will submit a request for funds and Agency will make an initial payment to Recipient in an amount of **\$743,767.35** or less (the “Initial Payment”). The initial payment will be deducted from the total NTE amount in Section 6 above and must be expended by Recipient in accordance with the referenced NOA. Recipient may use such funds to reimburse Authorized Expenses incurred by Recipient during the Performance Period. Funding amounts specified in this Agreement are not a guarantee that Grantee will receive any or all of the funding.

**6.3 Authorized Activities and Uses of Initial Payment:** Initial payments will be used to cover planning expenses that may include planning activities related to preparing to implement the program such as planning meetings, events, onboarding, and training expenses. Planning related to the development and implementation of the grant program may include hiring and onboarding of staff necessary to implement the program consistent with the Community Plan. The Community Plan is a templated document that is required to be submitted and approved by OHCS as a condition to receive funding. This includes training materials, training space rent and expenses, equipment, and transportation. In the event that the Recipient fails to complete or receive approval by OHCS of its Community Plan, the Remedies in Section 19.1 shall apply.

**6.4** After January 1, 2024, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency agrees to reimburse Recipient for Authorized Expenses up to the amount of the remainder of the total NTE amount, (or an amount up to **\$4,214,681.63**), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional

Allotment will only be used to reimburse Authorized Expenses incurred from January 1, 2024 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 6.4 at least quarterly and in such form and manner as is reasonably satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

**6.5** Each Community Plan is unique to Recipient. It must be consistent with and reflect the purposes of Exhibit A and the methods proposed by the Recipient and its subrecipients or subcontractors, in detail acceptable to OHCS, to administer and deliver the Work associated with the requirements of the applicable Program Elements. Community Plan budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

**6.5.1** OHCS’ disbursement of Grant Funds to Recipient is contingent upon Recipient’s prior submission to OHCS and OHCS’ review and acceptance of Recipient’s plan to execute the Work in accordance with the applicable Program Elements. At OHCS’ sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of a Community Plan.

**6.5.2** Recipient shall develop a Community Plan in such form as is satisfactory to or required by Agency upon execution of this Agreement utilizing funding from Initial Allotment. Community Plan will be due back to Agency on or before March 15<sup>th</sup>, 2024. Upon receipt of Community Plan, Agency will evaluate the submission and subsequently proceed to award additional funding for the implementation of the plan throughout the rest of the Performance Period.

**6.6** Upon its acceptance of Recipient’s Community Plan, OHCS will issue through OPUS one or more NOAs to Recipient to indicate the approval of the Community Plan. Recipient is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Recipient accepts a NOA, including modifications thereto, upon undertaking performance of the Work funded by the NOA, provided however, that any NOA that includes substantive changes to the Work must be approved in writing by the parties. The parties may modify, correct, adjust, or terminate any NOAs by mutual written agreement.

## **7. Grant Activities**

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in the Community Plan, as approved by OHCS, and agrees that such goals are requirements under this Agreement.

## 8. Authorized Representatives

### 8.1 Agency's Authorized Representative is:

Odalis Perez-Crouse  
725 Summer Street NE, Suite B  
Salem, OR 97301  
[odalis.perez-crouse@hcs.oregon.gov](mailto:odalis.perez-crouse@hcs.oregon.gov)

### 8.2 Recipient's Authorized Representative is:

Adam Brown  
2051 Kaen Road  
Oregon City, OR 97045  
[Abrown@clackamas.us](mailto:Abrown@clackamas.us)

### 8.3 A Party may designate a new Authorized Representative by written notice to the other Party.

## 9. Online Systems

**9.1** Recipient and its subrecipients or subcontractors must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the "Sites") at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

**9.2** As a condition of use of the Sites, Recipient and its subrecipients or subcontractors (collectively, "User") agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites upon prior written notice to Users.

**9.3** Use of the Sites for additional reported "local" program data is at the Recipient's and subrecipients or subcontractors' own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.

**9.4** Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients or subcontractors to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

**9.5** Recipient understands and agrees, and shall require its subrecipients or subcontractors to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be

available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients or subcontractors.

**9.6** Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

**10. Headings**

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

**11. Amendments**

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

**12. Nonexclusive Remedies Related to Funding**

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its reasonable discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports reasonably satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its reasonable discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its reasonable discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement.

**13. Independent Contractor Relationship**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**14. Access to Records**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to



all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

**15. Compliance with Law**

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

**16. Contribution**

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 16 with respect to the Third-Party Claim.
- b. With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the

other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- d. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. Save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee are subject to compliance with applicable provisions of ORS chapter 180.

## 17. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- a. Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- b. Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- c. Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

**18. Agency Default**

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

**19. Remedies**

**19.1** In the event Recipient is in default under Section 18, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 21, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 20 of this Agreement or setoff, or both.

All of the above remedies in this Section 20.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**19.2** Prior to any termination of this Agreement by Agency pursuant to Section 21.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 business days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 business days' written notice as provided in Section 21.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 21.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

**19.3** In the event Agency is in default under Section 18 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 21, or in the event Agency terminates this Agreement under Sections 21.2.1, 21.2.2, or 21.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 19.3, Recipient shall promptly pay any excess to Agency.

## **20. Recovery of Overpayments; Withholding of Funds**

**20.1** If payments to Recipient under this Agreement exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

**20.2** Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its reasonable discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

## **21. Termination**

**21.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**21.2** Agency may terminate this Agreement as follows:

**21.2.1** Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**21.2.2** Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**21.2.3** If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 20.2; or

**21.2.4** As otherwise expressly provided in this Agreement.

**21.3** Recipient may terminate this Agreement as follows:

**21.3.1** Immediately upon written notice to Agency, if Recipient fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Recipient's reasonable administrative discretion, to perform its obligations under this Agreement;

**21.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Recipient's performance under this Agreement is prohibited or Recipient is prohibited from paying for such performance from the planned funding source;

**21.3.3** If Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency;

**21.3.4** As otherwise expressly provided in this Agreement.

**21.4** Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

## **22. Insurance**

**22.1** Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

**22.2** Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

**22.3 Project Insurance.** In addition to any other insurance required under Section 22 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") acquired or improved using Grant Funds is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

**22.4 Casualty/Loss Restoration.** After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature

and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

### **23. Availability of Funds**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

### **24. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

### **25. Notice.**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 8 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 28. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

**26. Survival**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**27. Intended Beneficiaries**

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**28. Assignment**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**29. Subcontracts**

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

**30. Merger; Waiver**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**31. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

*[The remainder of this page left blank intentionally]*

**32. Signatures**

**Oregon Housing & Community Services**

**Clackamas County**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

*Approved for legal sufficiency by Senior AAG Melinda DeBruyne via email on 03/7/2024*



## **Exhibit A**

### **Grant Activities**

#### **1. Description.**

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

1. Prevent homelessness for 8,750 households statewide;
2. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
3. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency will utilize SB 5511 to create a Long-Term Rent Assistance (LTRA) program administered through this Agreement to secure ongoing services and rental support for households rehoused through the HB 5019 rehousing investment beyond January 10, 2024.

#### **2. Scope of Work**

**A.** Recipient shall, and shall cause and shall require by contract that its subrecipients or subcontractors comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its community plan as approved by OHCS and supplemented herein, together with applicable program guidance, as amended from time to time. The approved community plan is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of recipient or its subrecipients or subcontractors arising under this Subsection 2A or otherwise under this agreement.

OHCS shall notify recipient of changes and modifications to the LTRA Program Guidance Manual in writing by electronic communication.

**B.** Recipient shall, and shall cause and shall require its subrecipients or subcontractors by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients or subcontractors) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.

- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 3) Assure that program services are available to HB 5019 populations.
- 4) Re-evaluate program participant eligibility consistent with required policy as defined in program guidance.
- 5) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the Recipient's community plan prior to implementation.

### **3. Program Data Collection and Reporting**

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including Homeless Management Information Systems ("HMIS") or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to [HCS.REPORTING@hcs.oregon.gov](mailto:HCS.REPORTING@hcs.oregon.gov) prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

- A) Recipient shall, and shall cause and shall require its subcontractors by contract to, submit to the satisfaction of Agency all HMIS reports as required in this Agreement or as requested by Agency. Recipient shall, and shall cause and shall require its subcontractors by contract to, ensure that data collection and reporting, including personally identifiable information, be conducted through the use of the Agency-approved HMIS. Recipient may request a reporting deadline extension when necessary. All such extension requests are subject to approval by Agency, which approval may be granted or denied in Agency's sole discretion.
- B) Recipient and its subcontractors are required to enter reliable, valid, and participant and service data into HMIS. Both an HMIS entry/exit and HMIS Service Transaction must be entered into HMIS. Each allowable service must be represented with a Service Transaction. Same-day services will have the same Service Start and End Date. Service Transactions that utilize Grant Funds, including all payments, arrearages, deposits, fees, landlord engagement and client non-categorical services, must include a HMIS fund source and amount.
- C) Timely and accurate data entry is critical to ensuring meaningful data analysis. Recipient and its subcontractors must enter all data required under this Agreement or the Program

Requirements within 72 hours after the service is provided or by any earlier deadline as required by local CoC HMIS policies.

D) Required reports shall include:

- a. Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2024. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- b. Aggregated Quarterly Reports - Recipient must directly submit aggregated reports using the report provided in the HMIS reporting tool, SAP Business Objects, or the Agency-provided template twenty (20) days following the end of each calendar quarter.
- c. System Data - Recipients must directly submit or allow the export of all disaggregated HMIS participant, Program and service transaction data, required pursuant to the Agency's Long-Term Rent Assistance Guidance Manual, within twenty (20) days following the end of each month. These data may be used in published data visualizations (Tableau dashboards).
- d. Recipient shall provide additional reports as requested by Agency.

#### **4. Performance Measures**

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the percentage of total Program participants who reside in permanent housing at time of their exit from the Program, as outlined in the Community Plan.
- B. Admission into the LTRA Program for the specific number of households that are eligible for the program as further outlined in the approved Community Plan. Maintaining or increasing household income and benefits from all sources.
- C. Number of households who have been enrolled in the LTRA Program and successfully maintain their housing placement for 12 months.
- D. Percentage of households who do not re-enter into homelessness or request additional housing assistance within 12 months of exiting the Program.

Exhibit B

# Long-Term Rent Assistance Program (LTRA) February 2024



## Program Guidance

### CONTACT

Oregon Housing and Community Services  
Homeless Services Section  
(503) 986-2000

Publication Date: February 2024



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## Program Overview

### **Program Intent**

Long-Term Rent Assistance (LTRA) is a proven strategy and a critical tool to support housing stability- and for some people, is key to their ability to stay housed. LTRA provides rent subsidy to eligible low-income tenants and allows landlords to rent apartment and homes to these tenants at fair market rates. Investing in LTRA resources is an avenue towards a future where fewer people live in shelters, motels, on the street, or doubled up in unstable arrangements; fewer families, seniors, and people with disabilities have to choose between paying the rent and buying necessities like medicine or food. Taken together, these benefits could substantially reduce low-income households' exposure to hardship and trauma and improve their chances of long-term success, while also preserving the value of the investment the state has made into other services to rehouse households to begin with.

### **Program Summary**

Governor Tina Kotek issued three Executive Orders that each seek to spur rapid action, helping to address homelessness and housing instability and their root causes. [Executive Order \(EO\) 23-02](#) declared a state of emergency in Continuum of Care regions, which experienced increased unsheltered homelessness by 50% or greater since 2017.

In alignment with the Executive Orders, Governor Kotek also proposed three actionable goals to be achieved by Jan. 10, 2024:

1. Prevent 8,750 households from becoming homeless statewide.
2. Add 600 low-barrier shelter beds in emergency areas.
3. Rehouse at least 1,200 unsheltered households in emergency areas.

The Oregon State Legislature passed [House Bill 5019](#) and [House Bill 2001](#) to fund and support the emergency response efforts outlined in Executive Order 23-02.

As part of that effort, OHCS was tasked with creating a Long-Term Rent Assistance Program to ensure that the households rehoused through Executive Order 23-02 and HB 5019 rehousing investments have access to long-term rent assistance and services after Jan. 10, 2024, if needed to prevent them from re-entering homelessness and for the purpose of maintaining their housing stability over the long-term.

The Long-Term Rent Assistance (LTRA) program will provide rent subsidy to eligible households to increase housing access and long-term housing stability for people exiting homelessness.

## Guiding Principles

1. **Lead with racial equity.** Racial equity is achieved if one's racial identity is no longer predictive, in a statistical sense, of one's disparate housing, economic, and health outcomes. Instead, outcomes for all racial groups are improved. Racial equity includes addressing root causes of inequities. We strive to embed racial equity into the design, implementation, performance measures, and monitoring of our work.
  - Eliminate policies, practices, attitudes, and cultural messages that reinforce differential outcomes by race or otherwise fail to address them. Achieving racial equity is a process. This means that Black people, Indigenous people, and people of color—those most impacted—are part of the decision-making about funding, policies, and programs as outlined by [Center for Assessment and Policy Development and Center for Social Inclusion](#).
  - Commit OHCS advancing racial equity and justice in alignment with the [Oregon Statewide Housing Plan](#). OHCS's racial equity work is informed by national promising practices and lived experience of communities of color. OHCS and its grantees commit to an intentional, data-driven approach to reducing disparities in housing and social service provision. Additional guidance and information continue to be developed to further identify how OHCS and grantees can advance equity and racial justice within state and federally funded programs. To achieve racial equity in the community, government (local, regional, and state) must be working in partnership with communities and other institutions.
2. **Maintain long-term housing stability.** Including long-term housing stability for people experiencing homelessness who were re-housed during the implementation of EO 23-02 and with the rehousing investments outlined in HB5019.
  - Assess and prioritize re-housed households for LTRA assistance across the State.
  - Develop clear yet flexible guidance for LTRA programs to meet the various needs of households to achieve long term stability.
3. **Remove barriers and simplify processes.**
  - Build referral and intake process focusing on low barrier access ensures those needing services can obtain them. Focus on homelessness and extremely low-income as key factors of eligibility over other criteria.
  - Structure Program design and operation to be streamlined to offer support where applicable to retain a household's housing with minimal barriers for both participants and landlords.
4. **Support local flexibility and responsiveness.** Provide local flexibility where possible to build on the local flexibility that services funded through House Bill 5019 under the Executive Order 23-02 have already received.
  - Flexibility. Many communities across the EO regions are using a combination of rental assistance strategies. To align with the Executive Order approaches, the LTRA program will continue to allow for this local flexibility.



- Responsiveness. Program evaluation and stakeholder feedback can further shape and refine how these different approaches can work together.
5. **Strengthen relationships with landlords.** Strong partnerships with landlords to address each community's unique needs. Landlords are vital in preventing evictions and helping individuals and families find new homes.
- Partner with landlords to make a real difference in ending homelessness by making units more accessible to those in need and taking advantage of available programs.
  - Increase awareness of identified [liaisons in each region of the state who can support landlords interested in supporting this work](#) which the state will make this information available to landlord associations.

### Eligibility Criteria

Providers are responsible for ensuring that households admitted to the program meet program eligibility requirements. This includes any individual approved to join the household after the household has been admitted to the program. The household must provide any information needed to confirm eligibility and determine the level of household assistance. To maintain consistent eligibility criteria, the LTRA program may conduct additional screening only to determine if a household is already participating in other long-term rental assistance programs.

- **Priority One:** The households that will be rehoused via EO 23-02 and HB5019 will have eligibility priority for LTRA assistance.
- **Priority Two:** If there are turnover, local communities would have discretion about which subpopulations of people experiencing homelessness in their communities to prioritize to refill available spots. (See Referrals section in this guidance for homelessness definitions).

### LTRA Structure

The LTRA program is designed to ensure ongoing rental assistance and services designed to support eligible tenants' housing stability through locally orchestrated regional administration. The program will allow for local flexibility compared to traditional rental assistance programs such as the Housing Choice Voucher program while ensuring consistent results for Oregonians in need of the services recognizing the unique strengths every community across Oregon holds and the importance of incorporating best practices for effective rental assistance program administration.

The Program will be dispersed through the CoCs via the Collaborative Applicants (CA) (otherwise known as the CoC Lead Agency) and the CA will have the responsibility to designate the service providers and regional administrator for the region.

The LTRA program will require a Tenant-based structure.

### *Tenant-based structure:*

- Tenant-based rental assistance is a rental subsidy that aids individual households to enable them to rent apartments and homes at fair market rates.
- Tenant based programs offer a household the opportunity to choose its neighborhood (including the school district) as well as its type of housing (such as a single-family home, large apartment building, duplex, etc.).
- Communities must set income thresholds for tenant rent contribution and may consider fixed percentage and progressive contribution models. (See Income and Subsidy Determinations and Amount of Assistance section in this guidance).
- When a household is determined to be eligible for the program and funding is available, the household is issued a tenant voucher. When the household finds a suitable housing unit (see Inspection Requirements section in this guidance) the LTRA administrator will enter a contract agreement with the landlord and the household will enter a lease agreement with the landlord. Each party makes their respective payment to the landlord so that the landlord receives full rent.
- Even though the program administrator determines the household to be eligible for the program, the landlord has the responsibility of approving the family as a renter. The agency continues to make payments to the owner if the household is eligible, and the housing unit continues to qualify under the program.
- Households who were rehoused through EO 23-02 and determined to need LTRA assistance, may choose to utilize their voucher in their current unit. Units must meet inspection requirements as outlined in the inspections portion of this guidance.
- If the household needs to change location, the household may take the assistance along when moving to another rental unit.
- LTRA administrator will need to determine tenant-based contract terms at a minimum to include:
  - Length of contract term
  - Contract termination
  - Inspections
  - Rent increase
  - Household composition and changes

### **Supportive Services**

Funds may be used to help individuals achieve a greater level of housing security. Costs under this category must be reasonable and sufficient to stabilize the household. LTRA Program funds are not intended to be used solely for support services. Support services are not permitted for individuals and households who are not in need of LTRA rental subsidy. Programs are encouraged to utilize strategies to braid or blend funding streams to increase supportive services opportunities.

OHCS encourages the use of Medicaid eligible reimbursable services to augment the supportive services a household may need. Costs and rationale for expenses must be communicated through the Community Plan to demonstrate how they will balance the household need for rent assistance and support services. Eligible expenses may include, but are not limited to the following examples:

- Staffing and support for retention and Wrap-around Case Management. The concept of “Wraparound” programming is used to describe any program that is flexible, family or person-oriented and comprehensive.  
In a “Wrap-around” approach, a team of professionals (e.g., educators, mental health workers, social workers, etc.) and key figures in an individual/household’s life (e.g., family, community members, religious leaders etc.) create, implement, and monitor a plan of support.
- Because “Wrap-around” is a strengths-based intervention and individualized wrap-around plan is supposed to reflect the needs of the individual or family, rather than availability of services. A wrap-around approach is designed for people/families with complex needs. A form of Collaborative Community Case Management.
- Work supports (i.e., training costs; transportation assistance – bus tokens, ride sharing, auto repair; childcare or eldercare costs, clothing to support employment needs, tech to support Wi-Fi access, phone costs) The purpose of the work supports is to allow the household to stabilize by avoiding costs or expenses in other areas that are a barrier to housing stability.
- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
- Furniture and household goods to support a household with moving to a new home (i.e., bedroom furniture, bedding, pots, pans, kitchen utensils, bath towels, etc).
- Providers may make available housing search assistance as part of supportive services that may include: Assistance identifying eligible units, including physically accessible units as needed; Outreach to owners of potentially eligible units; Provide transportation assistance and direction to potential units; Assist families and individuals with rental applications, rental agreements and other paperwork; Advocate directly, as needed, with landlords on behalf of the families and individuals; and Otherwise help expedite the LTRA leasing process for families and individuals.

## **Application & Referral**

### **Referral Criteria - General**

- The households that will be rehoused via EO 23-02 and HB5019 will have priority for the LTRA program and will not require re-screening for eligibility to include income, Fair Market Rent (FMR) requirements, and rent reasonable standards.



- OHCS reserves the right to modify this prioritization requirement based on information provided in the community plans.
- In general, households must meet both the income criteria outlined below as well as the housing status eligibility criteria outlined below, with exceptions made for those that were rehoused under EO 23-02 and HB5019
- When there is a turnover, local communities will have discretion in choosing specific subpopulations of people experiencing homelessness in their communities to prioritize for spots within the program budget and consistent with applicable OHCS approved Community Plan.
- When serving other populations and determining prioritization, an example of this approach can be found in the utilization of the 1115 Medicaid Waiver.  
For instance, when refilling available spots within the program budget for short-term rental assistance benefits, communities may target individuals who have accessed the 1115 Medicaid waiver aligning their efforts with the overarching goal of providing essential services to this subpopulation group. All subpopulations must still meet the definition of homeless as defined in this guidance (See Section: [Referral Criteria – Living Situation](#)).
- For the LTRA program there is not a requirement to obtain and verify Social Security Numbers (SSN) and documentation evidencing citizen status before admitting the household to the program.

### **Referral Criteria - Household Composition**

- Each household must identify the individuals to be included in the household at the time of application and must notify the provider if the household composition changes (See household composition changes in this guidance).
- Household composition may include but not be limited to the following, regardless of actual perceived sexual orientation, gender identity, or marital status.
  - A single person, who may be an elderly person, displaced person, disabled person, near elderly person, or any other single person.
  - A group of people residing together. Such group includes but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a family.

### **Referral Criteria – Income Limits**

- Using Income Limits for Eligibility. Initial program income eligibility limits must be set at 80% Area Median Income (AMI) or below if determined by local regional administrator.
- Households rehoused under EO 23-02 who have been determined to need LTRA services based upon the approved Community Plan methodology for determining need for this population and have higher incomes than the 80% AMI will receive an exception to the above requirement.

- Programs may set regional income limits lower than 80% AMI for eligibility at program admission. Income limits are used to determine eligibility for the program and for income targeting purposes by comparing the annual income of an applicant household to the applicable income limit for the household size. Example income limit definitions lower than 80% AMI may include but not limited to the following:
  - Very low-income household. A household whose annual income does not exceed 50% of the median income for the area, adjusted for household size.
  - Extremely low-income household. A very low-income household whose annual income does not exceed the higher of the federal poverty level or 30% of area median income, adjusted for household size.

### **Referral Criteria – Living Situation**

For purposes of the LTRA program referral and eligibility, the definition of homeless is defined as the following:

**Category 1: Literally Homeless**—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground).
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state, or local government programs), OR
- When entering homelessness from an institutional care facility (i.e., hospitals, jails, substance abuse or mental health treatment facilities, or other similar facility) -To reduce barriers, there is no maximum time limit for days spent in institutional care that would cause ineligibility for EO rapid rehousing. This differs from HUD's definition of homelessness, which stipulates that time spent in an institution must not exceed 90 days to not constitute a break in homelessness. OHCS acknowledges the importance of recognizing where the point of entry may be for communities and has expanded the definition of eligibility for rapid rehousing as a result.

**Category 2: Imminent Risk of Homelessness**—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance.
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes.
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application.
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence; sexual assault, stalking, labor, and human trafficking, or other dangerous or life-threatening conditions that relate to violence.

**Category 5: Unstably Housed**—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk\* of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

High risk may be demonstrated by but is not solely defined as:

- having experienced a loss of income or other threat to housing stability.
- In addition, sharing housing of other persons due to loss of housing, economic hardship, or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing.
- Owing rental arrears or not having the ability to pay for future rent may also demonstrate high risk status.
- Previously experience of homelessness.
- Time limited rental emergency assistance programs that are coming to an end or combination of extremely low income and severe cost burden.
- Communities should establish a flexible process with multiple referral paths.
- The Counties coordinated access systems should be the primary referring agencies. Other referring agencies may include community-based and culturally specific partner organizations, hospitals, health care and mental health institutions.
- Each referring agency will need to screen potential participants for program eligibility, according to LTRA guidelines.
- Referral pathways should be equitable, inclusive, and effective at connecting eligible participants with appropriate housing options and supportive services (See [Supportive Services](#) section in this guidance).

## Application Process - General

Communities may determine the application process for their LTRA programs. Taking into consideration the following:

- A short and simple application that requests basic eligibility information like current household income will increase accessibility and ease for applicants. Applications should be provided in other languages to support an equitable application process.
- Short initial applications may be used to determine whether an applicant meets basic eligibility requirements and then determine what additional documentation is necessary.
- Provide intake assistance. Even with simple and jargon-free applications, applicants may still have difficulty navigating the application process and have questions. Where possible, one-on-one or group counseling through phone calls or virtual sessions can help applicants understand the application requirements and needed documentation.
- Provide transparency on use of information being provided and explanation of next steps. Provide multiple ways to submit applications, including on-line and through regular mail. A paper option allows tenants with limited internet access to apply.
- Application packets at minimum must include:
  - Statement of Eligibility Guidelines, so applicants understand the program and eligibility criteria.
  - Release of Information
  - Program Rights & Responsibilities
  - Grievance/Appeals Process
  - Fair Housing Information
  - Violence Against Women's Act (VAWA) Information

## Application Process - Communications with Households

- If the household is eligible for assistance, it is recommended that the program notify the household in writing, or the best method determined by the household during the application process and schedule an orientation to explain program roles and responsibilities and next steps.
- If the program determines that a household is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the household's right to an informal review, and (3) the process for obtaining the informal review.

## Documentation Guidelines

Requirements of documentation should not impose undue documentation burdens.

- OHCS strongly encourages programs to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households,
- Programs may create a policy that allows for applications from third parties if applicants have signed and agreed to submission on their behalf.

- This should include those with irregular incomes such as those operating small businesses or workers whose income is reported on Internal Revenue Service Form 1099.
- As stated, documentation requirements should be flexible to minimize barriers. For example, government issued identification is preferred, but this can include documentation from any government agency, that includes foreign documents containing the applicant's name and date of birth.
- Programs may establish self-certification options to determine income and homeless status and may also opt for a combination of initial self-certification with the possibility to provide documentation later to expedite the application process.
- Programs should consider how to support applicants who do not have a valid ID to obtain one for the purpose of completing the rental application process.
- Citizenship status and criminal background will not be assessed as part of the LTRA program and documentation will not be required.
- Program guidelines should specify that social security numbers may be collected but are not required as part of participation in the LTRA program. Applicants should self-determine whether to provide their social security numbers.
- Examples of acceptable tenant-provided documents for income verification may include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.
- Programs should provide self-employment and zero income declaration forms when applicable.

## **Determining Assistance**

### **Length of Assistance**

- Once determination of eligibility is made for tenant-based assistance, rent subsidy is designed to be ongoing and available based on the household needs and is eligible for LTRA subsidy.
- Long-term rental assistance ends when the household is no longer eligible for the assistance, which means they are no longer receiving a rental subsidy as they are able to pay their full rent or conditions of occupancy can no longer be met.
- Assistance may also be ended if a participant violates program rules or conditions of occupancy. (See Section: [Ending Program Participation](#))

### **Amount of Assistance**

Specific monthly rent assistance amounts will be determined by local programs based on subsidy determination calculations policy and according to available funding.

- Communities should provide plans that encompass progressive models for rental assistance or setting different amounts of monthly assistance depending on specific factors for that household.



- Balancing household rent burden, which can cause increased likelihood of falling into homelessness, with program cost constraints would be the primary policy goals that would impact how the amount of assistance is determined.
- In long-term rent assistance programs, assistance levels are structured to prevent households from paying more than a certain percentage of their income on rent while staying within available program funds. Therefore, the percentage of rent covered varies by household and is a function of their income, the unit's rent, and any rent caps that the program establishes to control costs in order to ensure that the required number of LTRA households are served within the allocated program funds.
- No minimum rent policies must be implemented for LTRA to ensure alignment with serving zero income households and decreasing racial disparities in homelessness. Minimum Rent is what most Public Housing Authorities (PHA)s utilize to determine minimum Total Tenant Payment (TTP) amounts. The minimum rent is the least a family will contribute toward rent and utilities. Current non-Moving to Work (MTW) PHAs minimum rent can be set anywhere from \$0 to \$50. This type of minimum rent must not be required. Programs should create policies for when a household's income increases, the amount of the housing assistance payment on behalf of the household decreases.

If the amount of assistance provided is reduced to zero, the program should determine timeline for when assistance for the household will end. A typical period is 180 days (about 6 months).

### **Tenant Screening**

LTRA programs will not be required to run a criminal background check such as those required by federally funded rent assistance programs. Programs must advise landlords of the following:

- The Landlord is responsible for screening and selection of the household for tenancy to occupy the unit.
- A landlord must provide written screening criteria for applicants and must apply equally to all applicants.
- Programs may not disclose to the landlord any confidential information provided of domestic violence, dating violence, sexual assault, stalking, or other confidential information such as mental health diagnoses or health conditions, except at the written request or with the written consent of the individual providing the documentation.

### **Landlord Partnership**

#### **Risk Mitigation Funds**

Some successful long-term rent assistance programs have offered participating landlords access to risk mitigation funds.

Through HB5019, the legislature provided funding for the state's risk mitigation fund, the [Oregon Housing Choice Landlord Guarantee Program](#), Risk Mitigation Funds are intended to reimburse participating owners and landlords for extraordinary expenses not covered by security deposits, insurance payments, or other forms of reimbursement.

Risk Mitigation Funds Program may enhance the impact of LTRA by providing financial protection to landlords who operate LTRA-assisted units. This may help to mitigate housing disparities and economic inequality in the region. (Example Program: [FAX Cover Sheet \(oregonmetro.gov\)](#))

Risk Mitigation funds can be effective in an overall Landlord Engagement strategy.

- Partnerships with landlords are critical to ending homelessness and there are many strategies involved in engaging and recruiting landlords, including risk mitigation funds.
- Also referred to as a landlord guarantee or risk reduction funds, they are an added protection for landlords willing to rent to someone with limited income, a poor rental history, or a criminal history.
- The funds may cover excessive damages to the rental unit.

In addition to integration with this key state landlord incentive program, or other internal agency risk mitigation programs, we recommend integrating with other OHCS-funded unit access and incentive programs in development with the purpose of incentivizing landlords to reduce screening barriers for households receiving LTRA assistance.

### **Landlord Incentives**

Landlord participation rates affect the overall availability of rental options as well as the location and quality of available options, thus shaping the extent to which low-income households can access the intended benefits of LTRA housing assistance through Landlord incentives can be a valuable tool.

Examples might be:

- Landlord Bonuses: One-time payments to landlords, usually at the point of lease-up or renewal. May also include referral bonuses for landlords who refer others who end up leasing to program participants.
- Funds to Overcome Rental Barriers: Funds to cover costs such as bringing units up to
- HQS/NSPIRE standards, holding fees, security deposits, application fees, rental insurance, and related costs such as credit or background checks.
- On-call support: Case manager or other staff to quickly respond to concerns or assist with urgent situations.

- **Mediation services:** Support resolving landlord-tenant or tenant-tenant disagreements. **Property improvement services:** Maintenance support or repair work, in the event a unit or surrounding property is damaged during lease term or when tenant moves out, or landscaping, gardening and other property improvement work.

### **Landlord Liaison Support**

Landlord liaisons cultivate relationships with landlords and property managers and are characterized by services with the goal of increasing the availability of rental housing for persons who face barriers to moving from homelessness to permanent housing.

- Landlord Liaison Services are beneficial for both landlords and tenants. They provide support services for landlords that allow them to replace or relax their screening requirements (i.e., apply secondary screening criteria) for homeless people with barriers to accessing permanent housing.
- Landlords benefit by having a pool of qualified tenants who are provided with support services to improve housing retention.
- For Landlords this may reduce unit turnover, shorter unit vacancies, and fewer evictions in the long-term. Through ongoing support, tenants also benefit by increasing their ability to obtain and maintain stable permanent housing, thus reducing the likelihood of subsequent episodes of homelessness.
- The primary purpose is to benefit households experiencing homelessness through increased access to available rental housing. They may work to broker relationships between landlords and social service agencies for the benefit of households experiencing homelessness.
- Landlord Liaison Services (LLS) do not provide funding for direct capital projects to construct new rental units. Instead, services are focused on increasing access to existing housing.
- Expanding access to private market rental housing, both market rate and affordable (defined as offering being below-market rents) is a key strategy for ending homelessness.
- As a benefit to participating landlords, LLS may include providing support towards landlord/tenant issue resolution. This can be a means of quickly resolving conflicts between landlords and tenants and continued participation in the program.

### **Program Administration**

#### **Prioritizing Equity and Racial Justice in Programming**

All grantees are encouraged to prioritize equity and racial justice in their grant programs.

This means that grantees must proactively consider steps to ensure that their grant programs are designed and implemented in a representative fashion in the communities they serve with racial justice at the forefront of their service delivery plan.

1. Grantees must **proactively** ensure that their grant programs are accessible to all eligible individuals and organizations, regardless of race, color, national origin, religion, sex, familial status, or disability.
2. Grantees must take proactive steps to reach out to and engage with communities that have been historically underserved or marginalized.
3. Grantees must ensure that their grant programs are designed and implemented in a way that considers and values equity and racial justice. This may include, but is not limited to:
  - Providing targeted outreach and support to historically underserved or marginalized communities.
  - Ensuring that application review and selection processes are fair and unbiased.
- Providing technical assistance and support to help grantee(s) build their capacity to ensure equity and racial justice
  4. Grantees must comply with all applicable fair housing laws and the equal protection clause of the 14th amendment to the US constitution. Please consult your legal counsel for advice in program design and determining criteria for participant eligibility.

### **Participant Program Education**

Once a household is determined eligible and selected to receive assistance, programs must discuss with the participant in a briefing or other format, participants responsibilities as well as those of the program and landlord, and provide tenant with an opportunity to ask questions and make an informed decision about receiving assistance.

Subjects covered in the briefing should at a minimum include:

- Roles and responsibilities of tenant, landlord, and program.
- The process for calculating tenant and program portions of the unit rent.
- Time limitations for locating a unit.
- Confidentiality and Release of Information
- Grievance and Appeals Process
- Reporting Household and Income Changes
- Fair Housing information, including any search assistance that may be available and the process for filing a complaint in the case of possible discrimination.
- Subgrantee's policy regarding moves and termination of assistance
- Inspection requirements
- Lead-based paint information, if applicable.
- **[Violence Against Women's Act \(VAWA\) Information](#)**
- It is best practice to provide the applicant, at the time of briefing, a coupon, voucher, or other document which provides program information and rent/utility limitations which may apply in a new tenant's housing search.
- Any other policies related to their rental assistance.

*Fair Housing Informational Documents:*

- [Oregon Residential Landlord/Tenant Law](#)
- [Oregon Fair Housing Law](#)
- [Housing Discrimination under The Fair Housing Act](#)

**Income and Subsidy Determinations**

Income re-evaluation is an area where programs may use flexibility and help reduce barriers to households and implement policies that are not as restrictive.

Most Public Housing Authorities (PHA's) operating the Housing Choice Voucher Program require either an annual or biannual income re-evaluation. The LTRA program recommends that income reevaluations occur every two to three years to support household stability and reduce program and staff administrative burdens. Programs should consider longer periods for households on fixed income such as social security retirement benefits, SSI, or SSDI as the fluctuations tend to be lower than those who are not on fixed incomes.

- Programs should provide various options or methods for households to submit any request for income re-evaluations. i.e., on-line version, in person, mail, fax, or submitted on behalf of participant through a third party.
- The determination of the households' share of total housing costs and the program's assistance payment, usually referred to as subsidy, is typically a two-step process. It is important to provide the participant information on the estimated maximum amount the household is expected to contribute toward housing costs and the maximum subsidy that the program may pay. This information is important for a household to search and select an appropriately priced home within the voucher term. The final calculation of the family's share of the housing costs and the program assistance amount cannot be completed until the family has selected a unit.
- It is recommended that programs use one consistent rent calculation for all households, for example, 28.5% of gross income.
- Programs may utilize net income (after tax income) or implement income deductions/expenses if policies outline clear allowable deduction/expenses guidelines to determine net income.
- To provide participants transparent and clear subsidy determinations, programs should consider simple rent calculation formulas and not incorporate a payment standard element to the subsidy determinations. An example to consider:
  - Four numbers used in rent calculation.
  - Contract Rent
  - Utility Allowance (utilizing utility allowance schedule)
  - Gross Rent (rent + utility allowance)
  - 28.5 % Gross Monthly Income

<b>Contract Rent: 1 bedroom</b>	<b>\$1,200</b>
<b>Utility Allowance:</b> credit based on average utility cost	\$115
<b>Gross Rent</b>	<b>\$1,315</b>
<b>Household Income</b>	<b>\$914</b>
<b>28.5% Gross Monthly Income</b>	<b>\$260</b>

#### What Home Forward Pays

Gross Rent	\$1,315
28.5% of HH Income	-260
<b>Rent Assistance</b>	<b>\$1,055</b>

#### What Tenant Pays

Contract Rent	\$1,200
Rent Assistance	-1055
<b>Tenant Rent Portion</b>	<b>\$145</b>

## Utility Allowance

Tenant's contribution is intended to cover both rent and utilities. If all utilities are included in rent, tenant's entire contribution goes to landlord. However, most tenants pay separately for at least some utilities. In such cases, programs must determine how much of the tenant's contribution should pay utilities and how much should be sent to landlord as rent subsidy. To determine the portion of costs that will be paid by the program and the portion that will be paid by tenant, programs must establish a utility allowance schedule.

- Allowance schedule estimates the average cost of utilities for typical types of housing (single family, row house, high-rise, etc.) and for various utilities and fuel sources (gas, oil, electricity).
- Utilities included in the schedule generally include those required for water/sewer, electric, gas and trash. Air conditioning and internet should also be included.
- Telephone and cable TV/Streaming Services are not considered utilities for this purpose.
- Programs can adopt the utility allowance schedule that the local PHA uses for its Housing Choice Voucher Program, or establish their own schedule based on a survey of typical utility costs in the area.
- The LTRA program should factor in the reasonable cost of utilities paid separately when calculating rent contributions. The program will allow for participants to be reimbursed for the amount that this utility cost exceeds their rent contribution based on the utility allowance schedule. Any reimbursement toward the utility costs can be paid directly to the utility, property management company or the household at the program's discretion.

## Rent Reasonableness and Fair Market Rent Standards (FMRs)

Ensuring rent reasonableness is very important for effective program operations. If a program approves rents that are too high, funds are not maximized and can limit housing subsidies.

Alternatively, if rents are approved at levels lower than comparable units in the private market, better owners and higher quality units are discouraged from participating in the program. In addition, households may be inappropriately restricted in where they can live.

- Units must be “rent reasonable” as defined by HUD standards. Additionally, rent at initial lease up shall not exceed 120% FMR to contain program costs. A base rent worksheet should be used to assist applicants and landlords to easily understand the maximum contract rent allowed.
- Programs should set rent reasonableness standards based on the market rent of other similar units. Rent reasonableness standards govern the amount of rent acceptable for the unit. Programs must determine what review method(s) they will use to establish the rent reasonableness standards for their areas.
- Programs must consider the location, quality, size, type, and age of the unit, and any amenities, maintenance, and utilities provided by the landlord.
- A list of comparable rents can be compiled by using a market study of rents charged for units of different sizes in different locations or by reviewing advertisements for comparable rental units.
- Comparable rents vary over time with market modifications. Rent reasonableness standards must be reviewed periodically and adjusted to conform with these changes.
- Many landlords will request a rent increase during or at the end of a lease period. Programs must again determine that the proposed rent increase is reasonable in comparison to rents charged for comparable, unassisted units.
- Programs may also adopt [Small Area Fair Market Rents \(SAFMR's\)](#) that may better reflect neighborhood rents more accurately than metro-level FMRs.

#### *Sample Documents and Forms*

- [Not exceeding 120% Fair Market Rent \(FMR\)](#)
- [Sample Rent Reasonableness Worksheet](#)
- [Rent Reasonableness Checklist and Certification \(hud.gov\)](#)
- [2.6-Rent-Reasonableness-Form.pdf \(endhomelessness.org\)](#)

#### **Inspection Requirements**

The LTRA Program supports the provision and access of “decent, safe and sanitary” housing at an affordable cost to households accessing the program.

Inequities in safe, stable, and affordable housing fuel inequitable health outcomes. Poor housing conditions—such as water leaks, poor ventilation, and inadequate heating and cooling—can contribute to lead exposure, asthma and respiratory conditions, increased rates of injury and mortality, and more.

These health risks are more pronounced in low-income and communities of color. Inspections are vital for ensuring renters have access to safe, healthy housing.

- Inspections to assess unit quality will be required to unit eligibility before rental assistance or security deposit assistance can be provided.

## Minimum Inspection Requirements

Minimum Inspection expectations are set as follows:

- Programs must utilize HUD's [Housing Quality Standard \(HQS\)](#) or [National Standards for Physical Inspection of Real Estate \(NSPIRE\)](#) to complete unit inspection requirements.
- Inspections should be conducted by approved HQS/NPSIRE inspectors, or by those who have completed a professional inspection training program, or persons employed as a local housing authority inspector.
- Programs should include Lead Based Paint requirements as part of the inspection process. For units older than 1978 which will house one or more children under the age of 6, landlord and tenant would complete a Lead-Based Paint Disclosure form. Sample form: [Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards \(epa.gov\)](#)
  - The form should describe any known current or previous lead-based paint hazards, and documents tenant's receipt of records and the [lead hazard information pamphlet](#).
  - A visual lead-based paint assessment should be completed by a person trained in this inspection process. The inspection can be completed in conjunction with the HQS/NSPIRE inspection if the inspector is qualified.
  - At Intake, it must be noted on the application form if there will be any child in the household younger than 6 years. This information can be provided to the inspector prior to their examination of the proposed rental unit.

## Exceptions for Inspections:

Exception for Alternative or Interim Inspections may include inspections on units that were completed through an alternative program. Client file must document that unit inspection requirement was met with an alternative source and that source and the inspection must be noted.

Examples of alternate program types that may help meet inspection requirement:

- REAC (Real Estate Assessment Center)
- Affordable Tax Credit
- Rural Housing Service
- Home Investment Partnership Project
- LIHTC (Low-Income Housing Tax Credit)

## Streamlining Inspection Process

- To reduce inspection delays, LTRA programs may consider allowing dwelling units to meet inspection requirements if they have been inspected in the past year and inspection documentation can be provided.



- Programs may also consider using [Housing Stability Minimum Habitability Standards](#) in circumstances where an inspection had previously been completed or HQS or NSPIRE inspection would delay or place households at risk of homelessness. Units must be in safe and healthy condition and would require an HQS or NSPIRE inspection after move-in.
- Programs may consider conducting inspections virtually through remote virtual inspections ([RVIs](#)), which have the potential to support efficiency and capacity needs.
- *Units that fail inspection*: Programs should determine policy to address failed inspection. It is recommended that if the unit initially fails inspection, the contract and lease agreement cannot be executed until landlord has made all repairs and the unit has passed a follow-up inspection. Programs may designate certain items that would allow for move-in and the ability to be corrected after move-in if items do not present a safety or health hazard.
- *Programs should also determine a policy for annual/bi-annual unit inspections* and failed non-initial inspections.
- Landlords can be given a reasonable period (e.g., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiency/ies. If the landlord fails to make the needed corrections, programs may determine options such as:
  - Temporarily suspend its payments until landlord remedies the deficiency/ies. These policies should be outlined in the landlord contract.
  - If a unit does not pass inspection for health and safety reasons and it is determined the household may not safely reside in the unit, the program should provide support for the household to temporarily re-locate while safety/health hazards are being addressed. Programs should only cover the expenses of re-location as an allowable expense when all other means to address the repairs with the landlord have been exhausted and households' health and safety are compromised.
  - Programs should determine a timeline by which a household will need to re-locate permanently to another unit if the unit issues are not being addressed.
- *Special Inspections*. A special inspection may be requested by the owner, the household, or a third party because of problems identified with a unit between any annual/bi-annual inspections.
- *Exit inspection*. If requested by the owner within the program designated time i.e., 48 hours from family's departure from the unit. The inspection may help to meet the requirement of Landlord Guarantee Fund (LGF) program, if applicable.

## **Participant Changes Impacting Service Delivery**

### **Income Changes**

As described in the [Referral Criteria-Income Limits](#) section of this guidance, OHCS is requiring established initial program eligibility income limits be set at 80% AMI or below. However, household circumstances may change after the initial application or between income re-evaluations.

Therefore, programs should determine what kinds of information about changes in household circumstances must be reported and under what circumstances. Programs then should process interim reevaluations to reflect those changes. Program participants should be provided with clear information on any required reporting requirements related to income changes.

Policies for reporting changes allow for administrators to adjust payments based on income increases or decreases. If income increases, for example, tenant portion increases so more program funds are available to serve additional households and a household is gradually transitioning to paying full rent without risk of homelessness.

### Recommended circumstances for reporting changes:

#### **Household Income Increase**

- Households that did not have any countable income (zero income) at time of application, should report new income within a determined number of days of the date the change takes effect. Programs would then conduct interim re-evaluations in these cases to determine household rent portion.

The effective date of the change must provide sufficient time for the household to plan for the increase to their portion of rent. i.e., 30-60 days or more to provide further flexibility.

- When an adult household member with countable income is added to the household, an income re-evaluation should be completed to determine if the household's portion of rent will increase.
- Any other income increase should not require a report change or income re-evaluation. Examples may include:
  - A current household member obtains a new job with higher wages.
  - A current household member receives a pay increase.
  - A current household members benefits increase. i.e., cost of living
- Programs should provide various options or methods for households to submit any request for income changes. i.e., on-line version, in person, mail, fax, or submitted on behalf of participant through a third party.
  - [Sample Income Increase Form](#)

#### **Household Income Decrease**

- When a household member with countable income leaves the household an income re-evaluation should be completed to decrease the family's portion of rent.
- It is recommended that the change to the household portion of rent be made effective the following month after the household reports the change. Programs should determine the day of the month that participants must submit the income decrease to make the change the following month.

- When a household member with countable income experiences a decrease in income such as job loss, decrease in hours, decrease in wages, or benefits decrease.
  - [Sample Income Decrease Form](#)
  - [Sample Report Change](#)

## Income Re-evaluations

Income re-evaluation is an area where programs may use flexibility and help reduce barriers to households and implement policies that are not as restrictive.

Most Public Housing Authorities (PHA's) operating the Housing Choice Voucher Program require either an annual or biannual income re-evaluation. The LTRA program recommends that income re-evaluations occur every three years for households on fixed income such as social security retirement benefits, SSI, or SSDI. Fluctuations tend to be lower than those who are not on fixed incomes. This will help to support household stability and reduce program and staff administrative burdens.

- Programs will be required to determine local policies for income re-evaluations. These policies should be provided in writing and be included as part of the recommended Program Participation Education sessions outlined in this guidance.
- Programs should provide various options or methods for households to submit any request for income re-evaluations. i.e., on-line version, in person, mail, fax, or submitted on behalf of participant through a third party.

## Household Composition

- Household members can be added to an LTRA contract at any time if the household *still meets the programs outlined eligibility criteria and unit occupancy requirements* and new household members are able to be added to the lease agreement. As outlined in the [Documentation Guidelines](#) section of this Guidance, Citizenship status and criminal background will not be assessed as part of the LTRA program and documentation will not be required.

Programs should provide differentiation between a guest and a household member. Typically, programs should align with the lease agreement guest policy.

Programs should at a minimum determine the following program policies for factors related to household composition changes.

- The addition of a household member because of birth, adoption, or court-awarded custody. Determine if the households share of the rent will change based on adding a household member who has income and the effective date of any change.

- If a change in family size causes a violation of [Housing Quality Standards](#) or [\(NSPIRE\)](#) Standards, outline program household options.
- Policy to add live-in aid, foster child, or foster adult. This includes any person not on the lease who is not an approved guest. Note that live-in aide income should not be counted towards total household income.
- A program must provide notification policies for any decision to deny approval for the request to add a household member and the reasons for the denial.
- Policies for departure of a household member from the household should include:
  - Reporting timelines when households should report changes.
  - Effects if any to household unit size or rent portion due to any departure.
  - Policy should include a household member departure who has been considered temporarily absent or a family member who left the household and is requesting a return.
    - [Sample HH Member Form](#)
    - [Sample Request to Add Child](#)
    - [Sample Adding Adult Form](#)

### Temporary Absence

Program policies should be established to address situations of extended absence or abandonment of a unit.

- Programs should determine if the income of household member(s) approved to live in the unit should be counted, even if a household member is temporarily absent from the unit.
- Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days *or less* is considered temporarily absent and continues to be considered a household member.
- Generally, an individual who is or is expected to be absent from the assisted unit *for more* than 180 consecutive days is considered permanently absent and no longer a household member.
- Exceptions to this general recommended policy could include:
  - Absent Students. When a full-time student who has been considered a household member attends school away from home, the household may either remove the person's name from the lease and from the voucher or retain the person as a household member, unless the student has established a separate household by entering another lease.
  - Absences Due to Placement in Foster Care. Children temporarily absent from the home because of placement in foster care should be considered members of the household.

- Absences Due to Incarceration. If the household is a single person household and is incarcerated, programs should determine policies to allow for the same criteria as other extended absence situations. (i.e., 180 days absence). A requirement may be that documentation from the court or institution indicating the length of incarceration be provided.
- Absence Due to In-patient treatment, hospital, or nursing home stay. Programs should strive to support transition into care and treatment when necessary for overall well-being of the participants without instituting burdensome housing restrictions.
- Programs should also determine policies to address a request to allow for a previous household member to return to the household. Programs should offer flexibility wherever possible to support household and individual housing stabilization.
- The household should be informed of necessary reporting requirements and provide information to the program related to the absence from the unit, such as the notification of absence or documentation of residency as required per program policy.

### **Unit/Bedroom Size**

Programs will determine the number of bedrooms needed for households of different sizes and compositions. This will help determine the unit size households should receive, and the policies that govern making exceptions to those standards. Programs should also establish policies related to the issuance of the voucher, to the voucher term, and to any extensions of the voucher term.

- Programs should collect information on the number of individuals living in the household. This information will be used to help to ensure households access housing/units that accommodate their household size, generally following [Housing Quality Standards](#) or [\(NSPIRE\)](#) Standards.
- In determining household unit size, the program shall offer an exception to its established standards if determined that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.
- Reasons may include but are not limited to:
  - A need for an additional bedroom for medical equipment
  - A need for a separate bedroom for reasons related to a family member's disability, medical or health condition.
- A household may select smaller units if that arrangement will not create seriously overcrowded conditions.
- Households may also select larger units, and programs may determine if rent assistance will not be increased to cover the cost of the larger unit.

### **Participant Transitions in LTRA**

## Program Transfer/Portability

"Portability" refers to the process through which a household can transfer or "port" their tenant based rental subsidy when they move to a location outside the jurisdiction of the agency that first gave them the voucher when they were selected for the program.

OHCS believes that portability is a critical element of a long-term rent assistance program, however, at present, portability is not permitted until all local LTRA programs are operational and OHCS convenes a workgroup to jointly determine portability policies.

The workgroup will create policies to outline procedures and implementation requirements to include:

- Portability request timelines
- Portability request process
- Administrator Roles and Responsibilities
- Document Requirements
- Billing, Reporting, and Data Collection

"Transfers" refer to a process through which a household can utilize their voucher to move to another unit within the same jurisdiction that issued the voucher.

- Transfers within a program's jurisdiction is an allowable option for LTRA voucher holders. Programs must determine local policy for their program transfer requirements.
- LTRA vouchers may not be utilized outside the State of Oregon

## Ending Program Participation

Rent assistance for a program participant household may end due to a violation of program rules or conditions of occupancy.

The LTRA program's intent is to avoid termination unless necessary, therefore every effort to mediate issues and/or concerns that may impact a participants access to rent assistance, must be exhausted. . Program partners must collaboratively work to preserve participant household access to the LTRA Program by:

- Providing all households with written copies of program rules, in the preferred language of the household member(s), upon move in.
- Ensure participant households relate to the supportive services, initially and ongoing, necessary to maintain the housing stability.
- Evaluate all circumstances to determine violations are serious enough to warrant termination of rent assistance in only the most severe cases.
- Offer mediation/counseling services prior to termination of assistance.

Programs must create policies to determine criteria for when rent assistance may end. Elements to consider in creating policy:

- Household no longer requires assistance. As a household income increases, the amount of the housing assistance payment decreases.

If the amount of assistance provided by the program is reduced to zero, the household's assistance may end, and programs should determine how long after the determination must households exit the program. A typical period is 180 days after the last housing assistance payment.

- Household chooses to end assistance. The household may request that the program end their housing assistance payments and should be able to request at any time.
- Evictions: The program will need to determine how evictions will affect assistance whenever a household is evicted from a unit assisted under the program for a serious or repeated violation of the lease. For example: If a household moves after the landlord has given the household an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance should not be mandatory.
- Failure to comply with any program requirements or policies.
- Absence from a unit over the amount specified in program policies.
- Violence against Women Act of 2013 (VAWA) explicitly prohibits from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.

### **Reinstatement**

An exit from the LTRA program should not necessarily disallow the participant or household member from receiving assistance later. Households must receive information about their grievance and appeals rights in alignment with the [Grievance/Appeals Procedure](#) section of this guidance. At a minimum the program should allow for reasonable accommodation requests to be reinstated back in the program.

Programs should incorporate flexible policies to allow individuals and households to apply for reinstatement.

Examples should include:

- Reinstatement for when a household member leaves the unit and wants to return.
- Reinstatement after program violations
- Reinstatement after exiting due to family absence from a unit.
- Reinstatement after eviction
- Reinstatement after a household's assistance ends because of no longer needing subsidy and the time period to report a change has passed.

## **General Program Requirements**

### **Privacy Notification**

Grantees and grantee(s) must have a written document that meets the requirements of this section and must have a stand-alone policy that describes how the Grantee or grantee(s) are providing their Privacy Notification verbally to applicants/participants.

A Privacy Notification must be provided to applicants/participants either verbally or in writing that identifies the following:

*“Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring.*

*Personally identifiable information will be shared with Oregon Housing and Community Services and other state agencies as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and will be disclosed to Oregon Housing and Community Services without written authorization.”*

Applicants/Participants may also be asked to sign a Release of Information by the Grantee or grantee(s) that includes the Privacy Notification. If required to sign a Release of Information, in addition to the information above, such form must include a statement that:

*“Refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible applicants/participants.*

*Applicant/Participant refusal to sign a Release of Information does not negate the inclusion of personally identifiable in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify applicant/participant demographic data for the purposes of reporting”.*

Grantees and their grantee(s) must document in the applicant/participant file that a privacy notification was provided to the applicant/participant either verbally or in writing. For all other purposes of collecting personally identifiable information, Grantees and their grantee(s) must follow state and federal laws for the collection, use and sharing of applicant/participant information.



Grantees must ensure that grantee(s) have policies that align with OHCS requirements and are consistent with the intent of such a policy as outlined by OHCS. OHCS retains the right to require modification of any policy that in its determination does not meet requirements of the policy.

## Confidentiality

Confidential records include all applications, records, files, and communications relating to applicants and regardless format.

Policies and Procedures pertaining to confidentiality must include:

1. Identification of how all applicant/participant records are secured and confidentially maintained.
2. A statement that all applicant/participant records must be maintained within state guidelines for the proper retention and destruction of records.
3. A requirement that all Grantee officers, employees, and agents are aware of and comply with the Grantees' confidentiality policy and must include an acknowledgement of such policy, in writing.
4. A provision for the electronic collection of applicant/participant information which states that:
  - a. Computer terminals must be in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for applicant/participant records.
  - b. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a(n) applicant/participant record.
  - c. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended.
  - d. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for OHCS-funded programs.
  - e. A statement that all records shall be open for review to federal and state authorized representatives, and auditors and/or examiners during their regular audits and monitoring functions of OHCS funded programs.

Grantees must ensure that grantee(s) have policies that align with OHCS requirements and are consistent with the intent of such a policy as outlined by OHCS. OHCS retains the right to require modification of any policy that in its determination does not meet basic principles or requirements of such a policy.

## Grievances and Appeals Procedure

Grantees are required to have an established, written stand-alone policy for addressing applicant/participant grievances/appeal requests. Grantees must ensure that sub-grantee(s) have policies that align with OHCS requirements and are consistent with the intent of such a policy as outlined by OHCS.

Applicants/Participants must have the right and opportunity to grieve/appeal any decision that terminates, denies, limits, reduces, or modifies benefits for any reason.

Applicants/Participants must be notified of their right for a grievance or appeal of such decision and Grantee policy must clarify how and when applicants/participants are notified of their right to grieve/appeal decisions. Such grievance/appeal policy can be posted in a public place, to include the grantee website; however, applicants/participants must receive a verbal documented or written notification, in their preferred language, for any decision that terminates, denies, limits, reduces or modifies any benefit. Written notification via email is acceptable.

Any person or persons designated by Grantee and grantee(s) can complete the administrative review/appeal, other than the person who made or approved the decision under review/appeal or a subordinate of this person.

Applicants/Participants must still receive a denial notification even if the reason for denial is a Grantee's/grantee's lack of funding. At a minimum, the policy must include the following components:

1. Informs the participant/applicant that they can contest any Grantee's or grantee's decision that terminates, denies, limits, reduces, or modifies any benefits and identifies the steps to follow to contest the decision.
2. Informs the participant/applicant of the reason for termination, denial, limitation, reduction, or modification of benefit.
3. Allows any aggrieved person a minimum of thirty (30) days to request an administrative review/appeal of such decision:
4. Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
5. Identifies what reasonable accommodations are available for applicant/participants who have language, mobility or disability barriers that would prevent them from participating in the review/appeal process and how to request such accommodations; and
6. Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten (10) days of the final determination.
  - A statement indicating whether and under what circumstances an order by default may be entered.

OHCS retains the right to require modification of any policy that in its determination does not meet basic principles or requirements for such a policy.

### **Nondiscrimination**

Grantees are required to comply with all state and federal statutes relating to nondiscrimination. Grantee must have a stand-alone policy that complies with the following:

1. A statement that Grantees will comply with all state, federal or local statutes, rules and guidelines for all protected classes and will not take any of the following actions based on race, color, national origin, age, religion, gender, familial status, or disability (federal) or victims of domestic violence, marital status, sexual orientation, gender identity or source of income (state):
  - Refuse to accept an application for housing assistance or services;
  - Deny an application for housing assistance or services;
  - Set different terms, conditions or privileges for housing assistance or services;
  - Provide different or specific housing, facilities, or services;
  - Falsely deny that housing is available for inspection or rental or that services are available; or
  - Deny anyone access to a facility or service; and
2. Identifies how applicants or participants can request reasonable accommodation to access assistance or services, how that process is communicated to applicants and participants and how those requests are processed.

Grantees must ensure grantee(s) have policies that align with OHCS requirements and are consistent with the intent of such a policy as outlined by OHCS. OHCS retains the right to require modification of any policy that in its determination does not meet basic principles or requirements of such a policy.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening, and unit rentals. Using a **target population** in screening is allowed; however, refusal to accept applications or provide information on services or available housing to any protected class, even if these groups do not fit into the targeting strategy, is prohibited.

Screening criteria cannot be discriminatory and must be consistently applied. A **priority population** means persons that are determined to have the greatest need and will receive services first; however, priority cannot be used as means of denying any person assistance and refusal to accept applications or provide information on services, or available housing, to any protected class, even if these groups do not fit into the priority population, is prohibited. For example, a provider might decide to give priority to applicants/participants who graduate from a tenant readiness education program that is inclusive of all protected classes.

If two requests come in at the same time and both meet the screening criteria, the applicant/participant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers must always accept the first request meeting their criteria or prioritization policy.

Grantees and their grantee(s) must adhere to such prioritization required by OHCS.

For more information, see the [Guide to Fair Housing for Homeless and Domestic Violence Shelter Providers](#) produced by the Fair Housing Council of Oregon, or contact them directly at [www.fhco.org](http://www.fhco.org).

### **Limited English Proficiency**

The Federal government has issued a series of policy documents, guides and regulations describing how Grantees and grantee(s) address the needs of persons who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency are those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Grantee must have a LEP stand-alone policy that describes the following:

1. The actions Grantee took to identify LEP populations in their service area and cites any source(s) used for evaluation;
2. Defines actions Grantee will take to provide language assistance and address language barriers;
3. States how and how often staff will receive training about assisting LEP persons; and
4. Identifies that, minimally, LEP populations are evaluated biennially and that updates to the LEP Policy incorporates any needed changes to address new or emerging LEP populations.

Grantees must ensure that grantee(s) have policies that align with OHCS requirements and are consistent with the intent of such a policy as outlined by OHCS. OHCS retains the right to require modification of any policy that in its determination does not meet basic principles or requirements of such a policy.

Grantees and grantee(s) can create a written Language Access Plan (LAP) to provide a framework to document how the agency's programs will be accessible to all populations in their service area. Grantees and grantee(s) who serve few persons needing LEP assistance can choose not to establish a LAP; however, the absence of a written LAP does not release Grantee's and grantee's obligation to ensure LEP persons have access to programs or activities.

### **Conflict of Interest**

In the performance of work, program grantees and grantee(s) will create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, agent, or employee of Grantee or grantee(s). A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the Grantee's or grantee's officers, agents or employees or the finances of their officer's, agent's, or employees' relative.

If a conflict of interest exists, the Grantee's or grantee's officer, agent or employee must always give written notice of the conflict, and in some situations the officer, agent or employee is restricted in their ability to participate in the matter that presents the conflict of interest.

No Grantee or grantee(s) officer, agency or employee may carry out the initial evaluation required to obtain services for any person in which an actual or perceived conflict of interest does or would exist, unless in rare circumstances it is in the interest of the participant for the expediency of housing placement services or to create a seamless service delivery while keeping the participant engaged in services and such situation is documented in the participant file.

Grantee must have a conflict-of-interest policy that outlines the process for disclosing, in writing, any potential or actual conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.

Grantees and grantee(s) must comply with conflict-of-interest standards for both individuals and organizations. Grantee and grantee(s) must keep records to show compliance with program conflict of interest requirements.

#### **Determination of Insufficient Funding**

OHCS requires that Regional Administrators enact a policy that ensures the Regional Administrator is responsible for tracking the available funding compared to total expenditures on a monthly basis. This policy may mirror other policies for Federal funds that may be utilized, including the Housing Choice Voucher program. If funding is determined to be insufficient, the Regional Administrator may deny families permission to move and to terminate rental assistance contracts with households. Insufficient funding may also result in the inability to further provide additional assistance to new households. If a Regional Administrator determines that the LTRA program has insufficient funding, notice must be given to OHCS within 10 business days of the determination with information about what actions the Regional Administrator will take to mitigate the insufficient funding.

### **Program Reporting & Recordkeeping Requirements**

#### **Data Entry**

Subgrantees and their subrecipients are required to enter LTRA related data into the Service Point Homeless Management Information System (HMIS). Victim Services Providers, serving survivors of domestic violence, are also required to collect client data, but will not directly enter data into an HMIS. Victim Service Providers must enter client- level data into a comparable database that complies with HMIS requirements. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant's confidentiality.

Subgrantees and their subrecipients are required to enter reliable, valid, and accurate LTRA related participant and service data into HMIS.

Both an HMIS entry/exit and HMIS Service Transaction to be entered into HMIS. Each allowable service must be represented with a Service Transaction. Same day services will have the same Service Start and End Date. Service Transactions for LTRA program costs, including all payments, arrearages, deposits, fees, landlord engagement and client noncategorical services, must include a HMIS Fund Source and Amount.

## Data Timelines

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. For all project types, subgrantees and subrecipients must enter data within 72 hours or sooner, depending on local CoC HMIS policies.

## Required Data Elements

Refer to LTRA column for required Data Elements: [Data Collection Requirements FY23-25.pdf\(oregon.gov\)](#) (LTRA will be added to the crosswalk).

Clients who enter program and reside in a living situation that meets the homeless definition of Category 1 or 4, must be entered into a LTRA Rapid Rehousing (RRH) project with the RRH required data elements collected. If a household enters program, with a living situation of *anything other than* Category 1 or 4, the household must be entered into a LTRA Homeless Prevention (HP) project with the required HP data elements collected.

## Comparable Database

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information.
- Access to the database is carefully controlled by the victim service provider.
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care.
- The Comparable Database may use more stringent standards than the Continuum of Care's HMIS.
- Complies with all HUD-required technical specifications and data fields listed in HMIS.
- Be programmed to collect data with the most up to date HMIS Data Standards.
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

## Case Files

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically).

Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient follows program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files.

## Records Access

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

## Records Retention

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under LTRA in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

([https://sos.oregon.gov/archives/Pages/state\\_admin\\_schedules.aspx](https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx)).

Find the State Agency General Records Retention Schedules at the Oregon State Archives:

([https://sos.oregon.gov/archives/Pages/records\\_retention\\_schedule.aspx](https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx)).

Subgrantees and subrecipients shall retain and keep accessible all such fiscal and program records, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of (6) six years, such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of LTRA funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to LTRA funded programs.

**LTRA Allowable Expenses/Budget Categories**

<b>Planning &amp; Capacity Building</b>	The specific focus of capacity building is to further enhance and/or expand the activities established in the Community Plan through their identified prioritization subpopulations who are disproportionately experiencing homelessness in their community. Supporting organizations with mentoring, finance, strategy building, and system analysis are a vital part of capacity building.
Research and development	Grant program design, research to determine community needs and service delivery best practices, third-party development and programming, software development costs, pilot programming, and program testing.
Program implementation planning	Planning activities related to preparing to implement the program. Planning meetings, events, onboarding, and training expenses.
Equity and accessibility efforts	Expenses tied to accommodations and efforts to ensure the program is delivered equitably based on quantitative data and qualitative community input, gathered through the homelessness response system and have been identified to have a disproportionately high risk of experiencing unsheltered homelessness. Expenses tied to building equitable service delivery into the program design and ensuring the program is accessible to those who are differently abled or lack the resources to engage in the traditional platforms/points of program entry.
Training & Technical Assistance	Staff training related to the development and implementation of the grant program. This includes training materials, training space rent and expenses, equipment, and transportation.
Personnel – LTRA Administrator and Staff Time	Staff wages, salaries, and employment benefits for staff who deliver services and those who directly oversee program operations. i.e., Skilled, Trauma Informed, Diverse Workforce.
Program evaluation	Regular evaluation of program efficacy, outcomes, generating reports, charts, and visualizations. May include materials and expenses tied to these efforts.
HMIS and data system expenses	Set up and maintenance of HMIS access and utilization. This includes hardware, set-up fees, maintenance, software, subscription fees, and training needs.
“Hotline” and/or In-Person Environment Improvements	Telephone and web-based data systems, call routing, tracking and data collection. On-site service delivery to include trauma-informed spaces to allow for private discussions.



**Administrative Costs - 15% of total award unless OHCS approves a differential in Community Plan.**

Costs and expenses associated with the administration of the grant. This can include direct and indirect costing of Operations, IT, Executive Team, Human Resources, and Finance expenses tied to administering the program.

Direct to Program Non- Personnel expenses tied to the operation of the program as space rent, office supplies, equipment, and vehicle leasing tied directly to staff operating the program.

Indirect to Program Non- Personnel Expenses for program and overhead expenses, such as rent, utilities, office supplies, equipment, and vehicle leasing.

**Outreach**

Outreach and engagement are critical components of homeless service delivery. Although there is no single definition of outreach, experts agree that outreach is a process designed to contact individuals in non-traditional settings who might otherwise be ignored or underserved. Its purpose is to improve physical and mental health and social functioning, increase use of human services, and re-integrate people into the community

Outreach and engagement activities.

Outreach and engagement activities associated with the community served by the grantee.

Street Outreach Activities

Street outreach includes connecting with individuals and households experiencing homelessness who may be disconnected or alienated from supports and services and is focused on moving people into permanent housing without preconditions for receiving assistance.

Web, print, social media, and advertising

Program promotions, advertising and other housing related services provided by the grantee. i.e., web media, print media, social media advertising and promotional expenses.

**Support Services**

Funds may be used to help households achieve a greater level of housing stability and security. Costs under this category must be reasonable and sufficient to improve long-term housing stability.

Housing and Health Navigation Services

Housing navigation and housing education are services that help individuals and families experiencing housing instability or homelessness to identify opportunities and address barriers to housing.

Wrap-Around-Case Management – Staffing Support

The concept of “Wrap-around” programming is used to describe any program that is flexible, family or person-oriented and

	comprehensive. In a “Wrap-around” approach to case management, a team of professionals (e.g., educators, mental health workers, social workers, etc.) and key figures in an individual/household’s life (e.g., family, community members, religious leaders, etc.) create, implement, and monitor a plan of support to help stabilize and sustain the household’s housing goals.
Participant Support/ Education Meetings and Events	Meetings and events involving program participants as a part of the grant program to engage in supportive activities such as cohorts, services geared toward basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (i.e., doctors, medication, and mental and behavioral health/SUD services to increase household stability and housing sustainability.
Work Supports	The purpose of work supports is to allow the household to stabilize by avoiding expenses in other areas that are a barrier to housing stability. (i.e., training costs; transportation costs; transportation assistance; childcare or eldercare costs; clothing to support employment needs, tech to support Wi-Fi access, phone/communication device, and phone service costs).
Transportation/Travel/Meals	Transportation Assistance includes but is not limited to; train/bus passes, bus tokens, ride sharing, gas vouchers, Uber/Lift/Cab fares, auto repair/insurance are allowable and travel related expenses to support participant appointments for employment, benefits, medical needs, or any other related activity tied to their housing stability plan.; Meal expenses, and lodging tied to approved grant activities such to include out-of-area educational conferences. Travel is allowable as a direct program cost when such travel will provide direct benefit to the participant household or grant program.
Moving Expenses	Moving expenses related to a new housing unit or out of a housing unit that does not offer stability. Expenses can include moving truck, packing supplies, movers, and helpers for differently abled households
Household Goods	Furniture and household goods to support a household with moving to a new home (i.e., bedroom furniture, bedding, pots, pans, kitchen utensils, bath towels, seating, dining table, needed lighting, kitchen supplies, food supplies, bathroom supplies, personal protective equipment, etc. etc.)
Renter’s Insurance	Households may benefit and be required to secure ongoing Renter’s Insurance as part of their Lease Agreement. Renters’ Insurance is an allowable expense and should reflect the most cost-effective option for coverage and the terms stated in the Lease Agreement.

Civil legal services (legal advice, legal representation, court fees)	Civil legal services are legal assistance to low-income households who have non-criminal legal concerns. Legal services may include: Mediation to help disputing parties to reach a mutually agreeable settlement. Arbitration to make a binding decision to settle a dispute. Preparation of legal documents. Representation of clients in negotiations, court, or arbitration.
Other Flexible Expenses	Other expenses designed to stabilize a household through supportive services may include flexible funds to support long-term housing stability, including connections to clinical services, health and wellness supports; employment and benefit supports and legal assistance, based upon the households' financial, health and wellness needs to sustain and stabilize their housing outcomes.

<b>Rent Assistance</b>	Financial assistance and/or subsidy to assist households with the cost of rent to increase housing access and long-term housing stability for people exiting homelessness. Direct payment assistance may not be utilized to cover rent payments.
Rent and utilities payments	Includes rent, utilities payments and potential arrearages to enable household/individual to access to and sustainability of housing.
Security deposits/Leasing Fees	Security deposit and fee payment in current unit or unit household is moving into to attain housing stability.
Pet rent, deposit, fees, and insurance	Pet rent payments and payments of security deposits for pets in housing units. Landlords are not allowed, under the federal Fair Housing Act, to charge fees and deposits to tenants who require the ability to reside in their home with their "Assistance Animal" to have equal access and enjoyment of their dwelling.

<b>Landlord Partnership</b>	Landlord participation rates affect the overall availability of rental options as well as the location and quality of available options, thus shaping the extent to which low-income households can access the intended benefits of LTRA housing assistance through Landlord incentives can be a valuable tool.
Landlord/Tenant Mediation Services	Mediation is a process in which a mediator assists and facilitates two or more parties to a controversy in reaching a mutually acceptable resolution of the controversy.
Landlord Incentives	Landlord Bonuses - One-time payments to landlords, may also include referral. Funds to cover costs such as bringing units up to HQS/NSPIRE standards, holding fees, security deposits, application fees, rental insurance, and related costs such as credit or background checks.
Landlord Liaison Support	Broker relationships between landlords and social service agencies for the benefit of households experiencing homelessness.

## Definitions

**Supportive Services** are inclusive of:

- Intake and assessment, including time spent with a household to determine supportive and financial needs.
- Once an eligibility determination is made, “wrap-around” services work to connect households to resources within the organization, or external to the organization to connect with identified supportive service.
- Direct client services include developing an individualized housing and supportive service plan, ongoing monitoring and evaluating household stability, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), and ensuring that households’ rights are protected.
- Services that increase access to the income supports. This includes increasing access to earned income, or access to disability benefits programs administered by the Social Security Administration for eligible adults/youth who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder.
- Housing Securement services includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- Mediation and outreach to property owners/landlords related to locating or retaining housing.

## **Gift Cards**

Secured Cards issued to eligible households for the purpose of purchasing items must be in support of the household participants’ housing stability goals and allowable under OHCS funding, provided that adequate documentation exists to support the purpose and the expense and there is an OHCS-approved Gift Card Policy with established policies and procedure in place to address the process.

**Use of gift cards should reflect the unique specific housing-related goals of the household and when other payment options are not available. i.e., in the event a Landlord/Utility Provider refuses to receive third party payment.**

*Gift Card Requirements:*

- The expense must be allowable under program guidance and must show a connection to housing stability. Programs will be monitored, and expenditures will be disallowed without sufficient documentation.
- Secured cards must be purchased and issued to the household participant within the same grant period. For any gift cards that are not issued to households before the close of the grant period in

which they were purchased, grantees must submit a negative request for funds for the grant period directly from the program. **Use of direct payment assistance should be rare, for very specific housing-related goals and only when other payment options are not available.**

Recommended alternatives to direct payment assistance:

- Third party payments from grantee or subgrantee directly to landlord, utility company or vendor on behalf of the participant/household.
- Partnering with bus or transportation services that bill for their eligible clients.
- Partner with vendors (stores/businesses) for a voucher system. A voucher is a document which is worth a maximum dollar value, and which may be used only for specific items in which the gift cards were purchased totaling the amount of the unissued gift cards and other non-OHCS funds must be used for the cost of the gift cards.
- Grantee must maintain complete record of gift card purchases and recipients. Gift cards must be kept in a secure location prior to being issued.
- Household participant(s) must receive documentation in their preferred language, that identifies the purpose and intent of the gift card and must acknowledge, by written, legible, wet signature, the same, and such documentation must be kept in the client's file.
- Grantee or subgrantee must develop a gift card policy and obtain OHCS approval that includes:
  - Justification as to why gifts cards are issued rather than helping through conventional means.
  - Authorization levels of approval for gift card purchase and issuance within grantee or subgrantee's organization.
  - Dollar limitations per client/participant
  - Frequency in which gift cards can be issued in lieu of other alternative payment options. Requirement that issuance of gift card is in support of a client's plan to increase housing stability and that plan is included in the client file.
  - Proper documentation: policy must require household participant-facing policy that identifies allowable purchases and use of gift card. Policy document must be signed as received and read by and client/participant. One copy should be provided to the household participant and one copy should be kept in households' file.

### **Direct Payment Assistance**

OHCS funds housing services as well as supportive services for low-income households experiencing or facing housing instability in the state of Oregon.

Direct assistance payments allow participants the flexibility to meet a range of housing related needs without the complication of third-party payment systems navigated by service providers. Please note that direct payment assistance may not be utilized for rent payments.

- Grantee can allow for direct assistance if it can address the housing stability of the participant, is an allowable expense under the program guidelines, the grantee has developed an approved OHCS policy that clearly states the cases in which direct payment assistance is necessary and the reasons why there are limited alternative options in providing the service to the household.
- Grantees and subgrantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments a specific vendor. Vouchers are very similar to purchase orders. In advance, the organization establishes agreements with a vendor under which the vendor agrees to accept a “voucher” at the point of sale and then invoices the organization for the actual purchase.
- Partner with clothing stores that will bill for clothing selected by eligible clients and the clothing can be picked up once the bill is paid (for example, Salem-Keizer Schools currently has this arrangement with Kohl’s).
- Grantee/provider staff can purchase items for client either online or at a store/business using company credit card. Records of detailed receipts must be submitted for reimbursement.

Grantee or subgrantee must develop a direct payment assistance policy and obtain OHCS approval that includes:

- The business case for when direct payment would be considered, how it contributes to participant success, and aligns with case management for housing stability plans. i.e., is part of the tenant households independent living plan.
- Authorization levels of approval for direct payment approval and issuance to the household participant within grantee or subgrantee’s organization.
- Dollar limitations per client/participant/household.
- Frequency at which direct payment assistance can be issued in lieu of other alternative payment options.
- Requirement that directs payment assistance is in support of the households’ plan to increase housing stability and that plan is included in the client file.
- Process for staff to document each use of direct payment including:
  - How the amount of direct payment was calculated.
  - Why direct payment assistance was provided rather than conventional means.
  - Form of direct payment
  - Sign off for authorization of payment.
- Proper documentation: policy must require person-facing policy that identifies allowable purchased and uses of direct payment assistance.
- Policy document must be signed as received and read by household/participant. One copy should be provided to household/participant and one copy should be kept in participant file.

