

May 4, 2023

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

Board of County Commissioners  
 Clackamas County

**Approval of a Grant Agreement with the State of Oregon’s Housing & Community Services Department for programs related to the Governor’s State of Emergency Due to Homelessness. Total value is \$4,435,294. Funding through the State of Oregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues – March 1 and May 2, 2023		
<b>Performance Clackamas</b>	1. Ensuring safe, healthy, and secure communities through the provisions of homeless services.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Adam Brown	<b>Contact Phone</b>	971-421-0133

**EXECUTIVE SUMMARY:** The Housing & Community Development Division of the Health, Housing & Human Services Department requests the approval of an intergovernmental agreement with the State of Oregon’s Housing & Community Services (OHCS) Department for \$4,435,294 to fund outreach and rapid re-housing programs and services associated with Governor Tina Kotek’s Emergency Order on homelessness (EO 23-02).

On January 10, 2023, the Oregon Governor signed a trio of emergency orders intended to address the ongoing homelessness crisis across the state. The three orders: 1) declared a state of emergency due to homelessness; 2) directed state agencies to prioritize reducing homelessness; and 3) established a statewide housing production goal and housing production advisory council. Shortly after the orders were signed, the State outlined a series of goals for homelessness prevention, increased shelter capacity, and rapid rehousing. This included goals in each of these categories for Clackamas County. In late March, 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 the stated goals.

The Housing & Community Development Division worked with State partners at OHCS on a budget proposal to fund the programs and services to achieve the goals for Clackamas County. During the development of the proposal, the State decided to bifurcate its allocation process, sending the homeless prevention funds through Community Action Agencies (Clackamas County Social Services) and shelter and rapid-rehousing funds through Continuum of Care (CoC) Lead Agencies (Clackamas County Housing & Community Development).

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Housing & Community Development's final proposal for shelter and rapid re-housing programs, which was submitted on March 30, 2023, totaled \$9.5 million. The State announced award amounts on April 10, 2023, and Clackamas County was awarded \$4,435,294. The award funds \$2.8 million for rapid re-housing, \$1.0 million for street outreach, and \$0.7 million for administration. This funding will help Clackamas County to address critical gaps in its system, particularly in rural communities.

The intergovernmental agreement being presented today represents the portion of State funding flowing through the Housing & Community Development Division as the CoC Lead Agency. A separate agreement for the Community Action Agency funding (\$1,883,236) will be brought to the Board for approval by the Social Services Division.

**RECOMMENDATION:** Staff recommends Board approval of this intergovernmental agreement with the State of Oregon's Housing & Community Services Department and authorize the Board Chair to sign it on behalf of the County.

Respectfully submitted,

*Rodney A. Cook*

Rodney Cook, Director



## Grant Agreement

### State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clackamas County (“Recipient”), each individually a “Party,” and collectively the “Parties.”

#### 1. 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 January 10, 2024, unless extended or terminated or sooner 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.

#### 2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

- a. On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. All executive state agencies are authorized, upon further direction from Governor Kotek and the Governor’s office, to take any actions authorized under the provisions set forth in ORS 401.168 through ORS 401.192. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor.
- b. During the 2023 Session of the Oregon Legislature, Agency was awarded funding from House Bill 5019, subject to passage and approval. Agency was appropriated funding for both the Biennium ending on June 30, 2023, and the Biennium beginning on July 1, 2023. Agency will grant funding from this bill through a variety of agreements to further the objectives of Executive Order 23-02, including by granting funds under this Agreement.
- c. All references to “days” in this Agreement shall mean calendar days.

#### 3. Consideration

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 4 of this Agreement (“Authorized Expenses”), but not to exceed \$4,435,294.00 (the “Grant Funds”), as follows:

**3.1** On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a Notice of Allocation (“NOA”) to Recipient, pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$1,170,424.81 (the “Initial Payment”), which Recipient will

expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”).

**3.2** After July 1, 2023, 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 will reimburse Recipient for additional Authorized Expenses up to the amount of \$3,264,869.19 (the “Additional Allotment”), 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 July 1, 2023 until the end of the Performance Period (January 10, 2024). 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 3.2 at least quarterly and in such form and manner as is 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.

#### **4. 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.

#### **5. Authorized Representatives**

**5.1** Agency’s Authorized Representative is:

Mike Savara  
725 Summer Street NE, Suite B  
Salem, OR 97301  
[Mike.Savara@hcs.oregon.gov](mailto:Mike.Savara@hcs.oregon.gov)

**5.2** Recipient’s Authorized Representative is:

Raina Smith-Roller  
2051 Kaen Road  
Oregon City, OR 97045  
[rsmithroller@clackamas.us](mailto:rsmithroller@clackamas.us)

**5.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## **6. Online Systems**

- 6.1** Recipient and its subrecipients 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.
- 6.2** As a condition of use of the Sites, Recipient and its subrecipients (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.
- 6.3** Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ 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.
- 6.4** 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 to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
- 6.5** Recipient understands and agrees, and shall require its subrecipients 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.
- 6.6** 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.

## **7. 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.

**8. Amendments**

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

**9. Nonexclusive Remedies Related to Funding**

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports 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 sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole 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 or otherwise.

**10. 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.

**11. 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.

**12. Compliance with Law**

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

### **13. Contribution**

**13.1** 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 13 with respect to the Third Party Claim.

**13.2** 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.

**13.3** 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.



**13.4** 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.

#### **14. Recipient Default**

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

**14.1** 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

**14.2** 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

**14.3** 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 January 10, 2024, as determined by Agency in its sole discretion.

#### **15. 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.

#### **16. Remedies**

**16.1** In the event Recipient is in default under Section 14, 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 18, (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, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 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.

**16.2** Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, 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 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 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 18.2.3 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.

**16.3** In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, 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 16.2, Recipient shall promptly pay any excess to Agency.

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

**17.1** If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, 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.

**17.2** Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole 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.

## **18. Termination**

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

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

**18.2.1** 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;

**18.2.2** 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;

**18.2.3** 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 16.2; or

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

**18.3** Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

**18.4** 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.

## **19. Insurance**

**19.1** 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).

**19.2** Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in Exhibit C.

## **20. 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.

### **21. 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.

### **22. 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 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. 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.

### **23. 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.

### **24. 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.

**25. 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.

**26. 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 subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

**27. 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.

**28. 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 intentionally left blank.]

**29. Signatures**

**Oregon Housing and Community Services  
Department**

**Clackamas County**

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

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

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

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

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

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

## 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 is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objective 3 identified above (the “Program”). Objectives 1 and 2 identified above will be accomplished through other agreements.

#### 2. Grant Activities

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current local, state, federal, and other resources allocated to rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

- C. Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.
- D. No Supplanting of Other Funds.** Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

**Category 1: Literally Homeless**—Individual or family that 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 limited 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



- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

- The primary nighttime residence will be lost within 14 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 another category, (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 eligibility determination;
- 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 of time due to special needs or barriers.

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

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

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

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:
- Has 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.

**Category 6: Unsheltered Homelessness** – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria at time of initial engagement:
    - **Category 6: Unsheltered Homelessness**
- Street Outreach Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - **Category 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

**F. Use of Grant Funds.** Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- A. Street outreach services, including housing navigation and placement services
- B. Sanitation services
- C. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may

be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

- D. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
  - ii. General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
  - iii. Board expenses (excluding meals);
  - iv. Planning and implementation of MAC group infrastructure
  - v. Organization-wide membership fees and dues specific to the Program;
  - vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
  - vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

### **3. Program Specific 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 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:

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov). The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (3) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
- (4) 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, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- (5) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably 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 number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.

**Exhibit B**  
**Regional Plan**

# Oregon's ALL IN: Regional Planning Template and Funding Request

OR-507 (Clakamas County CoC)

## Contents:

- [Overview](#)
- [Process](#)
- [Data Collection](#)
- [Community Analysis](#)
- [Goal Setting](#)

## Overview

The purpose of Oregon's **All In initiative** is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 **households** statewide this year.

The Oregon Housing and Community Services Department will deliver \$130,000,000 in funding to seven of Oregon's Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

- - Phase 1:** January–February
    - Determine additional state funding opportunities for unsheltered homeless services
    - Establish and begin managing MAC (multi-agency coordination) teams
  - Phase 2:** February–March
    - Determine regional impact and needs
    - Gather community priorities
    - Project this year's progress and possibility
    - Set goals and milestones
    - Confirm draft regional plan
  - Phase 3:** March–April
    - Determine local capacity for approved plan
    - Identify outstanding support and resource needs
    - Develop local implementation plans
  - Phase 4:** April–December
    - Monitor systems improvement
  - Phase 5:** August–December
    - Iterate on regional plan and strategies
    - Support continuous quality improvement
    - Document lessons learned
    - Determine regional impact for 2023 and 2024 needs
    - Celebrate and build on successes for 2024 planning



This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state’s funding process for homeless services under EO-23-02.

## Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

- 1) Data Collection
- 2) Community Analysis
- 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an \*.

### Data Collection

- Partners\*
- Population\*
- Services\*

### Community Analysis

- Stakeholder Engagement
- Data Review
- Impact Analysis
- Community Priorities
- Unmet Needs

### Goal Setting

- Priority Strategies
- Projections\*
- Confirm Goals
- Milestones

## **Data Collection**

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet\* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (\*) throughout this template.

### *Partners*

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis\* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and

interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in early in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

### *Population*

State partners have documented\* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis\* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

### *Services*

All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data\* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

## ***Community Analysis***

### *Part 1: Community Engagement and Data Review*

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

From August, 2020 to April, 2021, Clackamas County conducted extensive and inclusive community engagement to inform the development of a Local Implementation Plan (LIP), as required by the passage of Metro ballot measure 26-210, the Supportive Housing Services (SHS) Measure. This engagement sought to elicit stakeholder perspectives on gaps in the current homelessness response system of care; investment priorities for the first years of implementation of the SHS Measure; and gaps and priorities for communities of color. Over a

dozen community advisory groups and stakeholder tables were engaged. Additionally, public listening sessions were held, consultants conducted focus groups and listening sessions with communities of color, and a diverse and inclusive LIP Steering Committee was established. By charter, the LIP Steering Committee membership was not less than half representatives from communities of color, and with a priority for lived experience, nearly half of the at-large membership had lived experience of homelessness and/or extreme poverty. The resulting LIP<sup>1</sup> was approved by the Housing Authority Board of Commissioners in April 2021 and subsequently approved by Metro. The LIP guides the County's work in prioritizing the use of funds for the delivery of housing and homeless services, and a regional Oversight Committee maintains the County's accountability for the implementation of the plans strategies and achieving the LIP's goals. The County annually updates the LIP goals with an Annual Work Plan, establishing outcome goals for housing placements, shelter unit development/support, eviction prevention, and other goals related to the County's LIP.

The County also staffs additional year-round engagement and decision making activities in multiple arenas. The Housing Services (formerly CoC) Steering Committee, with representation of people with lived experience, serves as the County's CoC governing body, as well as the local advisory body for the overall delivery of housing services, including those funded by the SHS Measure. A larger table, the Housing Services (formerly CoC) Community Group, consists of service providers and other system partners and provides input on challenges and needs in the community. Both meet monthly. Staff also engage with the

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<sup>1</sup> Clackamas County SHS Local Implementation Plan: <https://dochub.clackamas.us/documents/drupal/72f5e8e7-d1b9-4fc5-bb11-2877a9934363>

provider community through periodic meetings with the Here Together Clackamas Cohort, a coalition of local housing service providers. Staff engage with the County's 16 cities through the Clackamas County Coordination Committee, regular updates and work sessions with city councils and commissions, and through regular engagements with the monthly gathering of Clackamas County mayors convened by the Chair of the Board of County Commissioners. Staff engage with people with lived experience through the County's Youth Action Board, comprising youth with lived experience of homelessness who provide input toward the County's implementation of housing services for youth, and through a lived experience panel, which convenes to provide input on specific initiatives, grant opportunities, or overall strategic issues. Both the lived experience panel and the Youth Action Board provide stipends from the County for the participants.

Clackamas County will leverage its comprehensive homeless services planning framework and advisory structure to inform its Phase 2 impact and needs, community priorities, progress and possibilities, goals and milestones, and regional plan. The County will take short- and longer-term approaches to incorporating into its system of care the funding made available by Emergency Order 23-02 and ongoing State commitments. In the short-term, the funding will be allocated on a one-time basis to existing contracted service providers and Clackamas County direct-service programs to quickly meet Emergency Order 23-02 goals. In the longer-term, one of the biggest gaps for Clackamas County is the availability of funding to serve the rural areas.

Clackamas County's share of Metro Supportive Housing Services Measure funding brings approximately \$40.0 million per year to fund services within the Urban Growth Boundary (UGB). Since the Measure's passage, Clackamas County has been working to reallocate other local, state, and federal funding for services outside the UGB. However, the need for households outside of the UGB is far greater than what can be funded currently available resources and the rural areas also lack critical homeless services infrastructure. The funding made available here will help to close this critical gap and help Clackamas County build the more geographically equitable system of care that it has long needed. The County recently entered into a contract with a vendor to carry out a rural area needs assessment and develop a strategic plan. The timing of that work aligns with the opportunity to meet short-term goals now with one-time allocations *and* meet long-term goals with the intentional allocation of ongoing resources to the rural areas, and meet other system needs as part of the overall rebalancing of funding and build-out of services across the whole county.

- 2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

Clackamas County's Health, Housing & Human Services Department recently consolidated the County's housing and homelessness work into a single new division – Housing and Community Development. As part of this restructuring, the County has embarked on a revision of its advisory structures. The current Housing Services Steering Committee will be

replaced by a Housing Services Executive Committee, while a larger community advisory group will be convened and staffed by a community based organization, still to be selected by the County on a pilot basis. The community based organization will also convene and staff a lived experience advisory group that will receive stipends for their time and will be an ongoing source of guidance and input from people with lived experience of homelessness as we continue to build out a larger and more robust system of care.

In September 2022, Clackamas County convened two lived experience listening sessions to inform our response to the 2022 CoC Notice of Funding Opportunity (NOFO). Eighteen people with current or past experience of homelessness attended to provide input on how to improve homeless services in Clackamas County. A final debrief meeting was also held to learn about their experience with the listening session, and overall engagement process, in order to improve future processes. Participants were paid \$150 per two-hour meeting. Some key themes that emerged from the listening sessions were:

- Challenges of getting basic needs met while unsheltered (i.e., access to water, food, transportation, etc.).
- Need for better access to basic needs services.
- Long term impact of stigma on mental health and overall wellbeing.
- Importance of peer support services and people with lived experience doing the work.
- Importance of supportive case management services to obtain and maintain housing.



- Need for increased wraparound services in motel shelter programs, including mental health and drug and alcohol services.
- Need for better connection to current resources, such as tenant education programs.
- Need for improved healthcare (including mental health care) services.
- Importance of eviction prevention services tied to on-going longer term support as needed.
- Need for positive social connections and activities once housed (i.e., music, art therapy, gardening, wellness services, etc.)

### *Part 2: Impact Analysis*

3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?

**277**

4) Based on quantitative data and qualitative community input,<sup>2</sup> these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

- a. Subpopulation 1: Native Hawaiian, Pacific Islander: **2.2%**
- b. Subpopulation 2: Black, African American: **17.3%**
- c. Subpopulation 3: Native American, American Indian, Alaska Native: **6.9%**

5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

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<sup>2</sup> Based on County racial equity analysis of HMIS and Coordinated Entry data. See also Clackamas County SHS LIP, pp. 10f.

**5.0% of participants who exited from unsheltered homelessness to permanent housing returned to homelessness within 6 months.**

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

**4.4% of participants who exited from unsheltered homelessness to permanent housing returned to homelessness within 6-12 months.**

- 7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?

**In 2022, the average number of people exited to permanent housing was 23 people per month. This number is expected to increase in 2023 due to increased funding and provider capacity.**

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?

For Question 8 and 9: In response to the gaps identified in our LIP for communities of color, the County made the expansion of culturally specific services one of the top priorities of the first years of SHS implementation. The County now has contracts with culturally specific service providers in each of the subpopulation areas and for BIPOC communities in general. These include: Greater New Hope Family Services and Up and Over, both Black/African American specific; Native American Recovery Association and the Native American Youth and Family Center (the latter, due to staffing challenges, has not yet launched programming), both Indigenous specific; El Programa Hispano Catolica and Casa Esperanza, both Latine specific; and the Immigrant and Refugee Community Organization, BIPOC specific. We therefore have culturally specific services for people identifying with the three subpopulations across the whole continuum of housing services, from street outreach to permanent supportive housing.

- a. Subpopulation 1: Culturally specific outreach, housing navigation and placement, and permanent supportive housing services
- b. Subpopulation 2: Culturally specific outreach, housing navigation and placement, and permanent supportive housing services
- c. Subpopulation 3: Culturally specific outreach, housing navigation and placement, and permanent supportive housing services

9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

- a. Subpopulation 1: Culturally specific housing retention/supportive housing case management
- b. Subpopulation 2: Culturally specific housing retention/supportive housing case management
- c. Subpopulation 3: Culturally specific housing retention/supportive housing case management

### *Part 3: Community Priorities*

10) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

- Housing Affordability
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects

- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing
- Housing Development

- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments
- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: Service provider capacity challenges, staffing; for people in rural areas, the lack of tenant- or project-based rental assistance; for all populations, housing affordability and gaps in physical and behavioral health care services.
- Subpopulation 2: Service provider capacity challenges, staffing; for people in rural areas, the lack of tenant- or project-based rental assistance; for all populations, housing affordability and gaps in physical and behavioral health care services.
- Subpopulation 3: Service provider capacity challenges, staffing; for people in rural areas, the lack of tenant- or project-based rental assistance; for all populations, housing affordability and gaps in physical and behavioral health care services.

12) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: Housing Affordability
- Urgent and Critical: Service Providers – Organizational Capacity
- Time Sensitive and Very Important: Service Providers – Staff/Salary
- Not Time Sensitive but Very Important: Mental Health Care and Services
- Important: Substance Use Disorder Care and Services

## Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will

rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

*Part 1: Strategies to prevent unsheltered homelessness*

Technical assistance and support to integrate **housing problem-solving into street outreach.**

- Food security payments
- Other flexible forms of financial assistance

Offering **flexible housing-related funding for institution-involved families, youth, and single adults** who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

Offering **flexible housing-related funding for older adults and people with disabilities** – including people with mental health conditions and/or substance use disorders –to reduce housing instability by providing access to housing-related home- and community-based services. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments

Other flexible forms of financial assistance

Funding **encampment-specific prevention and shelter diversion to permanent housing or family reunification** (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- Housing-focused outreach
- Housing-focused case management
- Family reunification transportation assistance
- Housing problem-solving assistance
- Flexible emergency funding

**Expand or establish geographically robust street outreach efforts** that provide access to the full menu of services available in your community. Eligible activities include:

- Service coordination and integration
- Harm reduction training
- Peer support
- Housing problem-solving assistance
- Conflict mediation
- Family reunification transportation assistance

*Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness*

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

**Technical assistance and support to analyze your Continuum of Care region's funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing



Description: This investment will build on Clackamas County's existing Rapid Rehousing programming that assists households experiencing homelessness or living in temporary housing move into permanent housing solutions. This expansion will help fill critical services gaps in rural parts of the county. This type of program is designed for those who have recently become homeless or are on the verge of becoming homeless as they often have similar needs. Housing navigation, case management, and short-term rental assistance will be provided to facilitate their move and ensure housing stability and retention.

### Goals

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

#### **Rapidly Rehouse**

Our CoC Region will rapidly rehouse 130 people experiencing unsheltered homelessness by this date: 1/10/2024.

- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

*Milestones*

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding, in partnership with OHCS and OEM.

Month	Progress Milestones	Systems Improvement Actions
March 2023	<ol style="list-style-type: none"> <li>1) Add additional MAC Group members to meet State requirements for representation and convene.</li> <li>2) Complete Community Plan for resubmission.</li> <li>3) Internal review of grant agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1) Increase system coordination through the formation of the MAC Group.</li> <li>2) Continue work related to reducing Coordinated Housing Access wait times, by name case conferencing, and Built for Zero goals.</li> </ol>
April	<ol style="list-style-type: none"> <li>1) Receive allocation amount from OHCS.</li> <li>2) Gain Board approval of Grant Agreement.</li> <li>3) Continue assessment of system gaps in partnership with MAC Group and determine one-time allocation amounts across provider contract budgets and/or County direct-service programs to quickly make progress on stated goals.</li> </ol>	<ol style="list-style-type: none"> <li>1) Gain Board approval for homeless services advisory body restructure.</li> <li>2) Initiate engagement with vendor carrying out rural Clackamas County needs assessment and strategic planning.</li> <li>3) Continue work related to reducing Coordinated Housing Access wait times, by name case conferencing, and Built for Zero goals.</li> </ol>

<p style="text-align: center;">May</p>	<p>1) Continue assessment of system gaps in partnership with MAC Group and determine one-time allocation amounts across provider contract budgets and/or County direct-service programs to quickly make progress on stated goals. 2) Negotiate provider contract budgets and complete contract amendments to incorporate new one-time funding and expand service levels to meet stated goals.</p>	<p>1) Begin recruitment for new homeless services advisory body members. 2) Continue engagement with vendor carrying out rural Clackamas County needs assessment and strategic planning. 3) Continue work related to reducing Coordinated Housing Access (CHA) wait times, by name case conferencing, and Built for Zero goals.</p>
<p style="text-align: center;">June</p>	<p>1) Convene MAC Group to continue discussion of system gaps, with specific eye towards incorporating ongoing State funds for services outside of the Urban Growth Boundary. 2) Service provider ramp-up to deliver services.</p>	<p>1) Execute contract with homeless services advisory convener. 2) Continue engagement with vendor carrying out rural Clackamas County needs assessment and strategic planning. 3) Engage with service providers to ensure progress on spending/ability to deliver services towards stated goals and address needs/gaps. 4) Continue CHA, by name list, and Build for Zero work/improvement.</p>

<p style="text-align: center;">July</p>	<p>2) Rapid Rehousing Goal: 6 total placements</p>	<p>1) Initial convening of new homeless services advisory body.                  2) Continue engagement with vendor carrying out rural Clackamas County needs assessment and strategic planning.                  3) Engage with service providers to ensure progress on spending/ability to deliver services towards stated goals and address needs/gaps.                  4) Continue CHA, by name list, and Build for Zero work/improvement.</p>
<p style="text-align: center;">August</p>	<p>2) Rapid Rehousing Goal: 12 total placements</p>	<p>1) Start strategic planning with new homeless services advisory body.                  2) Assess and provide feedback on initial report produced by rural needs assessment and strategic planning vendor.                  3) Engage with service providers to ensure progress on spending/ability to deliver services towards stated goals.                  4) Continue CHA, by name list, and Build for Zero work/improvement.</p>

September	<p>2) Rapid Rehousing Goal: 23 total placements</p> <p>3) Receive final rural needs assessment and strategic plan, share findings with MAC Group.</p> <p>4) Establish framework for reallocation of ongoing resources to rural areas.</p>	<p>1) Continue strategic planning with new homeless services advisory body.</p> <p>2) Reallocate resources as needed across provide contract budgets based on progress towards stated goals.</p> <p>3) Continue CHA, by name list, and Build for Zero work/improvement.</p>
October	<p>2) Rapid Rehousing Goal: 52 total placements</p> <p>3) Write and open allocation (procurement) for ongoing rural services based on needs assessment and strategic planning.</p>	<p>1) Continue strategic planning with new homeless services advisory body.</p> <p>2) Continue CHA, by name list, and Build for Zero work/improvement.</p>
November	<p>2) Rapid Rehousing Goal: 81 total placements</p> <p>3) Close allocation for ongoing rural services.</p>	<p>2) Continue CHA, by name list, and Build for Zero work/improvement.</p>
December	<p>2) Rapid Rehousing Goal: 109 total placements</p> <p>3) Score and select vendors for ongoing rural services.</p>	<p>1) Continue CHA, by name list, and Build for Zero work/improvement.</p>

<b>Project Type</b>	<b>Units Available*</b>	<b>Total Units</b>	<b>Avg. Cost Per Unit</b>
Emergency Shelter Beds – Adult Only	46	49	\$52,170
Emergency Shelter Beds – Adults with Children	60	64	\$30,589
Emergency Shelter Beds - Youth	25	26	\$22,610
Transitional Housing	42	44	\$17,183
Joint Transitional Housing/Rapid Rehousing	35	37	\$18,634
Rapid Rehousing	153	161	\$15,120
Permanent Supportive Housing	58	61	\$18,139
Other Permanent Housing	423	445	\$9,897
Housing Choice Vouchers	1950	2050	\$11,642
<b>Service Type</b>	<b>Slots Available</b>	<b>Total Slots</b>	<b>Avg. Cost Per Service</b>
Outreach	1520	1600	\$1,338

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Rental Assistance	545	574	\$12,381
Case Management	915	963	\$6,309
Landlord Engagement	38	40	\$1,000
Housing Navigation	695	732	\$5,443

\*Estimated based on full system utilization and routine turnover.

**Current Investments**

Project Type	City	County	Regional	State	Federal	Private	Total
Emergency Shelter Beds – Adult Only		\$400,000	\$2,556,348				\$2,956,348
Emergency Shelter Beds – Adults with Children		\$331,921	\$1,957,688				\$2,289,609
Emergency Shelter Beds - Youth			\$587,851				\$587,851
Transitional Housing			\$756,032				\$756,032
Joint Transitional Housing/Rapid Rehousing					\$992,607		\$992,607
Rapid Rehousing		\$226,000	\$786,991	\$370,310	\$833,439		\$2,216,740

Permanent Supportive Housing	\$536,520		\$778,420	\$1,719,591		\$3,034,531
Other Permanent Housing			\$325,658	\$4,403,974		\$4,729,632
Housing Choice Vouchers				\$23,865,997		\$23,865,997
<b>Service Type</b>						\$0
Outreach	\$400,000	\$2,665,175	\$94,080	\$349,401		\$3,508,656
Rental Assistance		\$8,100,298	\$2,331,256	\$1,985,457		\$12,417,011
Case Management		\$4,148,223				\$4,148,223
Landlord Engagement		\$40,000				\$40,000
Housing Navigation	\$400,000	\$4,335,575				\$4,735,575
<b>Total Investments</b>	<b>\$0</b>	<b>\$2,294,441</b>	<b>\$25,934,181</b>	<b>\$3,899,724</b>	<b>\$34,150,466</b>	<b>\$0</b>
						<b>\$66,278,812</b>

*\*Includes both county-direct and community-direct CoC allocations.*

*\*\*Includes remaining balances of one-time COVID-related rent assistance funding and other one-time allocations.*



**Exhibit C**

**Insurance Requirements**  
**Risk Assessment Insurance Summary**

**Service Procurement**

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

**COMMERCIAL GENERAL LIABILITY:**

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.  
 Annual aggregate limit shall not be less than \$2,000,000 .

**AUTOMOBILE LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit of not less than \$1,000,000 .

**PROFESSIONAL LIABILITY: (For Medical and Health Services)**

Required  Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \_\_\_\_\_ per claim.  
 Annual aggregate limit shall not be less than \_\_\_\_\_ .

**PROFESSIONAL LIABILITY: (For other than Medical & Health Services or IT Services)**

Required  Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$ 2,000,000 per claim.  
 Annual aggregate limit shall not be less than \$ 4,000,000 .

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per claim.

**POLLUTION LIABILITY:**

Required  Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \_\_\_\_\_ per occurrence.  
 Annual aggregate limit shall not be less than \_\_\_\_\_ .

**DIRECTORS AND OFFICERS:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$2,000,000 .

**CRIME PROTECTION:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$2,000,000 .

**PHYSICAL ABUSE AND SEXUAL MOLESTATION:**

Required  Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.  
 Annual aggregate limit shall not be less than \$3,000,000 .

**MOTOR CARRIER AND CARGO:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than \_\_\_\_\_ .

**DRONE / UNMANNED AIRCRAFT SYSTEMS (UAS) / UNMANNED AERIAL VEHICLE (UAV) LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**AIRCRAFT LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**AIR CARGO LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**AIRCRAFT AERIAL APPLICATION LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**GARAGE LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**GARAGEKEEPERS LEGAL LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**BAILEE'S:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

**MARINE PROTECTION LIABILITY:**

Required  Not Required

Coverage shall be written on a combined single limit in an amount of not less than  .

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## Risk Assessment Insurance Summary

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### Goods Procurement

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

#### COMMERCIAL GENERAL LIABILITY:

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 .

#### NOTES: