

Aug 15, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a revenue Intergovernmental Grant Agreement with the Oregon Housing and Community Services Department for rapid rehousing programming related to the Governor’s State of Emergency Due to Homelessness. Agreement value is \$912,170.91 for 3 years. Funding is through the Oregon Housing and Community Services Department. No County General Funds are involved.

Previous Board Action/Review	August 13, 2024 – Item Briefed at Issues		
Performance Clackamas	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.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Adam Brown	Contact Phone	971-4210133

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of an intergovernmental revenue agreement with the State of Oregon’s Housing and Community Services Department (OHCS) to fund rapid re-housing programming as part of the Oregon Rehousing Initiative (ORI), in accordance with Governor Tina Kotek’s Executive Order (EO) 24-02. Funding is through Senate Bill (SB) 5701 to build upon the investments already made in response to the original state of emergency due to homelessness (EO 23-02).

Households successfully served in the rapid rehousing program provided through House Bill (HB) 5019 (EO 23-02) are currently being transitioned to the state’s new long term rental assistance program (LTRA) or are graduating off of housing assistance. However, recognizing the ongoing need for rapid re-housing program capacity, the state has launched the Oregon Rehousing Initiative to continue the housing placement momentum gained with EO 23-02 programming. This funding is critical to sustaining our effort to end homelessness for households in rural Clackamas County.

Through the new ORI, Clackamas County has a goal of rehousing 75 households experiencing homelessness by June 30, 2025. Households will be referred to the program by Clackamas Women’s Services and their subcontractors or through the Clackamas County Coordinated Housing Access (CHA) hotline. Potential participants will be screened through the CHA assessment protocol, or the comparable Domestic Violence system operated by Clackamas Women’s Services. Once rehoused in this short-term program, our system of engaged providers will then work, when needed, to bridge the households to longer-term housing solutions within 12 months.

This revenue agreement provides \$912,170.91 in funding that can be used for up to three years.

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With this agreement, the state has now provided new funding for all of the services funded under the original emergency order (EO 23-02), including outreach (SB 5511), rapid re-housing (SB 5701), and long-term rent assistance (SB 5511). These resources are critical to meeting rural community need. No County General Funds are involved.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve agreement #11789 and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook

Director of Health Housing and Human Services

Intergovernmental Grant Agreement

Oregon Rehousing Initiative in Accordance with Executive Order 24-02 Oregon's Emergency Homelessness Response Agreement No. 8250

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**, an Oregon local government entity ("Grantee"), each individually a "Party", and collectively the "Parties".

Recitals:

- A. This Agreement is funded with: Funding from Senate Bill (SB) 5701 has been allocated to continue to build upon the initial investments made from House Bill (HB) 5019 (2023) which, among other things, was allocated to increase shelter capacity and connections to shelter, support rapid rehousing and homeless prevention initiatives, and for the administration of support relating to the initiatives. SB 5701 funding will provide continued support for rehousing initiatives through the Oregon Rehousing Initiative (ORI) in accordance with Executive Order (EO) 24-02.

Authority to enter into this Agreement is granted under OAR 813-270-0000 through 813-270-0080.

- B. Grantee is willing to execute this Agreement to obligate itself to comply with the terms and conditions of this Agreement and to fulfill its obligations in a manner complementary to and in furtherance of the obligations arising from and contained within this Agreement.

Agreement:

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions within this Agreement, the Parties agree as follows:

1. Incorporation

- a. The foregoing recitals 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 by reference:
- (1) Exhibit A: Grant Activities
 - (2) Exhibit B: Oregon Rehousing Initiative Regional Plan – Goals and Milestones
- 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's 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 maximum not-to-exceed amount payable to Grantee under this Agreement, which includes any allowable expenses, is **NINE HUNDRED TWELVE THOUSAND, ONE HUNDRED SEVENTY DOLLARS and ninety-one cents (\$912,170.91)**. Agency will not disburse grant to Grantee in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. Agency will disburse the grant to Grantee as described below.

3. Activities to be Performed:

Grantee shall perform the activities described in Exhibit A (the “Activities”) in accordance with the terms and conditions of this Agreement and all applicable laws. Grantee must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the satisfaction of Agency. All references to “days” in this Agreement shall mean calendar days.

4. Effective Date and Duration

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by the Oregon Department of Justice, whichever date is later. Grantee’s performance of the program described in Exhibit A shall be governed by the terms and conditions herein, and such expenses incurred by Grantee may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice Agency’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

5. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

- a. On January 10, 2023, Governor Kotek declared a homelessness state of emergency, Executive Order 23-02, in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) within the areas identified within the emergency declaration as determined by Agency, in addition to resources to the communities in the Rural Oregon Continuum of Care (ROCC).
- b. On Jan. 9, 2024, Governor Kotek signed EO 24-02 to extend EO 23-02 and maintain the added capacity to the state’s shelter system, rehouse people experiencing homelessness, and prevent homelessness. Agency will support communities in deploying these funds, including by not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:
 - i. Rehouse at least 650 households experiencing homelessness in emergency areas; and
 - ii. Rehouse at least 277 households experiencing homelessness in Balance of State areas.

Agency will deploy Grant Funds pursuant to the Oregon Rehousing Initiative Program designed to accomplish the above objectives (the “Program”).

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

6. Authorized Expenses:

Agency agrees to pay Grantee, from available and authorized funds, the amount of actual expenses incurred by Grantee in performing the grant activities referenced in this Agreement (“Authorized Expenses”), but not to exceed **NINE HUNDRED TWELVE THOUSAND, ONE HUNDRED SEVENTY DOLLARS and ninety-one cents (\$912,170.91)** (the “Grant Funds”), as follows:

6.1 Following expenditures by Grantee and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Grantee for Authorized Expenses up to the amount of **NINE HUNDRED TWELVE THOUSAND, ONE HUNDRED SEVENTY DOLLARS and ninety-one cents (\$912,170.91)** following receipt of requests by Grantee for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from April 17, 2024 until June 30, 2027 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Grantee, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Grantee will submit requests for reimbursement under this Section 6.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Grantee 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. Grantee shall complete the requirements set forth in the “Goals” section of Exhibit B by June 30, 2025. After June 30, 2025 and until June 30, 2027, Agency will reimburse Grantee for Authorized Expenses relating to sustaining and maintaining the completed goals specified in the “Goals” section of Exhibit B (“Authorized Maintenance Expenses”).

7. Grant Activities

Grantee 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. Grantee’s receipt of Grant Funds is conditioned on Grantee’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A.

8. Authorized Representatives

8.1 Agency’s Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
Liz.Hearn@hcs.oregon.gov

8.2 Grantee's Authorized Representative is:

Adam Brown
2051 Kaen Road
Oregon City, OR 97045
abrown@clackamas.us

8.2.1 Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Grantee and that pertains to this Agreement or to the project for which the grant activities are being performed. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee;
- (2) The information shown in Section 8.2. "Grantee Information", is Grantee's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Grantee and Grantee's employees and agents involved in performing under this Agreement are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5)) Grantee is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Grantee is not subject to backup withholding because:
 - a. Grantee is exempt from backup withholding;
 - b. Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - c. The IRS has notified Grantee that Grantee is no longer subject to backup withholding.
- (7) Grantee's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Grantee is required to provide OHA with the new

FEIN or SSN within 10 days.

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

9. Online Systems

9.1 Grantee 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.

9.2 As a condition of use of the Sites, Grantee 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.

9.3 Use of the Sites for additional reported “local” program data is at the Grantee’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.

9.4 Grantee 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. Grantee 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.

9.5 Grantee 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.

9.6 Grantee 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 Grantee if Agency, in its reasonable discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Grantee'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 Grantee in a timely manner as determined by Agency in its reasonable discretion, Agency may reduce Grantee'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 or otherwise.

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

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee 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. Grantee 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, Grantee 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

16.1 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 or claims, 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 interplead, or 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.

16.2 With respect to a Third Party Claim for which Agency is alleged to be jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Grantee 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 Grantee 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.

16.3 With respect to a Third Party Claim for which Grantee is alleged to be jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee’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.

16.4 Grantee 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 (“Indemnatee”) 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 Grantee’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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

17. Grantee Default

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

- 17.1** Grantee 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 Grantee specifying such failure; or
- 17.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports submitted by Grantee in connection with this Agreement, concerning the expenditure of Grant Funds or Grantee’s performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 17.3** Grantee 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, on or before June 30, 2027, 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, however Agency will not be in default if it fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available.

19. Remedies

- 19.1** In the event Grantee is in default under Section 17, 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, (b) reducing, withholding or recovering

payment of Grant Funds for activities that Grantee 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 this Agreement or setoff, or both, (e) declaring Grantee ineligible for the receipt of future grant awards.

All of the above remedies in this Agreement 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, Agency will provide Grantee with a written notice of such default and will include in such notice an offer to meet with the senior manager of Grantee who has primary responsibility for oversight of the Grant Activities to provide Grantee 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. Grantee shall have 5 days to accept such offer. If Grantee does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in this Agreement or exercise any other remedies available to Agency under this Agreement unless Grantee 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 Grantee's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Grantee. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Grantee does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided herein or exercise any other remedies available to Agency under this Agreement unless Grantee 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 any section of this Agreement, Grantee's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Grantee exceed the amount due to Grantee under this Agreement, Grantee shall promptly pay any excess to Agency.

20. Recovery of Overpayments; Withholding of Funds

20.1 If payments to Grantee under this Agreement, or any other agreement between Agency and Grantee, exceed the amount to which Grantee is entitled, Agency may, after notifying Grantee in writing, withhold from payments due Grantee 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 Grantee if Agency determines, in its reasonable discretion, that Grantee 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 Grantee, 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 Grantee, 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 Grantee is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in this Agreement; or

21.2.4 As otherwise expressly provided in this Agreement.

21.3 Grantee 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.

21.4 Grantee may terminate this Agreement immediately upon written notice to Agency if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement.

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

22. Insurance

22.1 Grantee 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 Grantee shall require its subcontractors to maintain insurance coverages that meet or

exceed Grantee'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 this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities 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.

22.4 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 Grantee or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Grantee 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. Grantee 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.

22.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Grantee 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, Grantee 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. Grantee, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Grantee may be entitled to receive with respect to any casualty. In the event Grantee 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 Grantee is in default under this Agreement. If Grantee (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Grantee'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 Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID 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 this Agreement, or to such other addresses as either Party may indicate. 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 Grantee's email address.

26. Survival of rights and obligations.

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 Grantee 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

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee 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

Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee 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

Grantee shall notify Agency prior to entering into any subcontracts for any of the Activities required of Grantee under this Agreement. Agency's receipt of notice of any subcontract will not relieve Grantee 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 Grantee 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 Grantee awards any funds received by Grantee under this Agreement.

30. Merger; Waiver

This Agreement and all exhibits and attachments 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.

[Signature Pages Follow]

32. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon Housing and Community Services Department

OHCS Designated Procurement Officer or delegate

DocuSigned by:
Liz Hearn
CB4F779C63BD4A6...

Date

6/13/2024

Agreement/Contract Administrator

Date

Clackamas County

Local Government

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved via email by Senior AAG Jonathan Groux

6/12/2024

Date

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency, Executive Order 23-02, in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) within the areas that were included within the emergency declaration as determined by Agency, in addition to resources to the communities in the Rural Oregon Continuum of Care (ROCC).

On Jan. 9, 2024, Governor Kotek signed EO 24-02 to extend EO 23-02 and maintain the added capacity to the state’s shelter system, rehouse people experiencing homelessness, and prevent homelessness. 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:

- A. Rehouse at least 650 households experiencing homelessness in emergency areas; and
- B. Rehouse at least 277 households experiencing homelessness in Balance of State areas.

2. Grant Activities.

- A. Regional Unsheltered Homelessness Emergency Response Plan and Oregon Rehousing Initiative Regional Plan.** Prior to eligibility for HB 5019 funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan to Agency that specifies, among other things: current (at time of submission) local, state, federal, and other resources allocated to emergency shelter services, 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. Grantees later submitted an Oregon Rehousing Initiative Regional Plan (“Plan”) that detailed how they would build upon the infrastructure that was initiated through HB 5019 rehousing programs, including but not limited to: priority populations for services, how programs will be implemented, and the total number of households to be rehoused. The Plan along with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. Compliance with Agreement.** Grantee 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 and together with applicable program guidance, as amended from time to time. The provisions

of this Section 2 are supplemental to and do not limit the obligations of Grantee 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, Grantee 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.** Grantee may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Grantee agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced, 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 to enforce this term and seek recovery of funds. Grantee 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 are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Grantee 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.** Grantee 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, Grantee 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 shelters, 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 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.
- Other Federal Statutes include:
 - Runaway and Homeless Youth Act (34 U.S.C. sec. 11201 to 11281)
 - Head Start Act (42 U.S.C. 9831 et seq.);
 - Part N of the Violence against Women Act of 1994 (34 U.S.C. sec. 12511 to 12512) (VAWA);
 - Section 330 of the Public Health Service Act (42 U.S.C. 254b and 254b-1);
 - Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
 - Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786); and

- Subtitle VII-B of the McKinney-Vento Act (42 U.S.C. 11431 et seq.)

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;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lacks 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 Rehousing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 1: Literally Homeless**
 - **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 2, Imminent Risk of Homelessness or 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:

- i)** Street outreach services, including housing navigation and placement services, as well as Coordinated Entry planning and delivery.
- ii)** Rapid rehousing services for people exiting homelessness. Rental assistance commitments, when utilized under rapid rehousing services, may be issued for up to a 24-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, as well as move-in direct financial assistance. 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 for various needs.
- iii)** Unit Access services, including landlord incentives to secure available units, through block leasing strategies or other means. Renovation, rehabilitation, and conversion of units are allowable when it results in the addition of units for permanent housing for the rehousing program in accordance with this Agreement.
- iv)** For all clients who are re-housed utilizing Grant Funds, Grantee 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 Grantee may use for this purpose.
- v)** Costs associated with data collection and entry.
- vi)** Administrative costs up to the limit outlined in the Plan including, but not limited to:
 - (1)** Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2)** General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3)** Board expenses (excluding meals);
 - (4)** Planning and implementation of Multi Agency Coordination (MAC) Group or Local Planning Group (LPG) infrastructure;
 - (5)** Organization-wide membership fees and dues specific to the Program;
 - (6)** 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
 - (7)** Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Grantee as a whole.

Grantee 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.

Grantee shall, and shall cause and require, its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Grantee 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. Grantee 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. Grantee shall provide service provider technical assistance to users in Grantee's region and may request additional assistance from Agency as needed.

Grantee may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to 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.** Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Grantee to confirm their monthly data as complete and accurate. If needed, the Grantee will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B.** Annual System Performance Measure Reports (SPMs) for the CoC and for EO 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.
- C.** 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 not previously reported within 60 days of each fiscal year end.
- D.** Grantee shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Grantee 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 households who were successfully rehoused and who met eligibility criteria as outlined in this Agreement before June 30, 2025, unless otherwise stated.
- B. Reduced the length of time participants spend homeless by having the average length of time from participant identification and program enrollment to moving into housing being 45 days or less, or as otherwise approved by Agency.
- C. Increase in housing stability by assisting 80% of all participants, or as otherwise approved by Agency, who exit the program maintain their permanent housing or relocate to another permanent housing destination.

5. Restrictive Covenants for Housing Facilities

Grantee shall operate the housing facilities converted, renovated, or rehabilitated pursuant to the Grant Activities (the “Facilities”) and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the “Restrictive Use Period”).

Grantee must agree to place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Grantee’s expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Grantee acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Grantee shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation, or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Grantee must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Grantee uses any Grant Funds to rehabilitate or convert a Facility to be located on leased property, Grantee shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing facility is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing facility exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to a facility is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to a facility exceeds 75% of the value of the building after conversion*	10 Years

* The value of each housing facility is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Grantee may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity, or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Grantee under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Exhibit B

Oregon Rehousing Initiative Regional Plan - Goals & Milestones

REGIONAL GOAL: Our region will rehouse 75 households by June 30, 2025 through this statewide rehousing program.

Goals & Milestones

Directions: Please indicate your region’s monthly milestones in the table below. The total number of households rehoused each month is required, and other milestones may be added each month as applicable. The Narrative column may be used to add any details on how your region intends to meet the milestones indicated. As a reminder, while funds may be expended through 6/30/2027, rehousing placements must take place by 6/30/2025.

(Note: Please submit the total households rehoused each month as cumulative totals. For example, if your region plans to rehouse 5 households in June 2024 and 6 households in July 2024, please enter “11” as your July milestone. If in August your goal is to rehouse an additional 3 households, your August milestone would be “14”.)

Month	Monthly Progress Milestones	Narrative
June 2024	Total Households Rehoused: <u>5</u>	
July 2024	Total Households Rehoused: <u>15</u>	
August 2024	Total Households Rehoused: <u>25</u>	
September 2024	Total Households Rehoused: <u>35</u>	
October 2024	Total Households Rehoused: <u>45</u>	

November 2024	Total Households Rehoused: <u> 55 </u>	
December 2024	Total Households Rehoused: <u> 65 </u>	
January 2025	Total Households Rehoused: <u> 75 </u>	
February 2025	Total Households Rehoused: <u> </u>	
March 2025	Total Households Rehoused: <u> </u>	
April 2025	Total Households Rehoused: <u> </u>	
May 2025	Total Households Rehoused: <u> </u>	
June 2025	Total Households Rehoused: <u> </u>	

Regional Strategies

1. What is your proposal to successfully rehouse new households in your region? Please include 1) your region’s process for selecting eligible households to receive these services; and 2) how you will utilize a progressive engagement approach to tailor the intervention for each household’s unique needs. *(Please respond in one to two paragraphs.)*
 - There are three sources for referrals to the SPA RRH Program:
 - Referrals originating from the Clackamas County Coordinated Housing Access (CHA)
 - Referrals originating from the Clackamas Women’s Services (CWS) Domestic Violence Comp Site
 - Referrals originating from SPA-RRH providers subcontracted by CWS

- In every one of these scenarios, referred households must have completed a CHA assessment and must be entered into HMIS.
 - CWS/Comp Site Administrator, CHA, and Partner CBOs perform eligibility screening at time of referral. CBO will confirm eligibility at intake.
 - Services are individualized.
 - Needs assessments are conducted at intake and at least quarterly thereafter to determine length of assistance and depth of case management services.
 - Participants who will need longer term assistance (beyond the 12 months of RRH) may access other longer term supportive programs; for households within the Metro jurisdictional boundaries, using the Regional Long-Term Rent Assistance (RLRA) voucher; for rural households outside the Metro boundary, using LTRA or HUD Preference vouchers.
 - Case managers will assess participants at least quarterly to determine whether the term of RRH assistance adequately meets their needs or if a longer-term supportive housing program may be necessary.
 - If a longer term supportive program is needed, the case manager will email the Housing Services Team at housingservices@clackamas.us as soon as possible after this determination is made to make the request for a longer term supportive housing program.
2. How is your region connecting, or intends to connect, individuals to wrap-around services from eligible federal, state, and local benefit programs? Please include your region's strategies to coordinate with local social service systems such as public housing authorities, Coordinated Care Organizations (CCOs), behavioral health systems, and resources administered by Oregon Department of Human Services.

Case managers at providers partnering in the SPA rehousing initiative will work collaboratively with participants to perform needs assessments and to create individualized goal plans and action steps. Case managers will facilitate the connection to community providers for services identified through the assessment and goal planning, including but not limited to health care, mental health, SNAP, TANF, disability benefits and services, and employment services. Housing and Community Development, which administers the SPA funding, includes the Housing Authority of Clackamas County, and the latter is a core partner in this effort and will partner in connecting participating households with long-term voucher subsidies administered by the Authority. Housing and Community Development also has a Health and Housing Systems Integration team. This team has launched medical case conferencing involving our housing providers, including those involved in the SPA rehousing initiative, with care coordinators and other staff at Providence, Kaiser Permanente, Health Share and Care Oregon. Through this medical case conferencing, physical and behavioral health needs identified by participating households can be addressed in a proactive and collaborative manner. In addition, the lead agency for our region's SPA rehousing program, CWS, directly intersects with public and private healthcare organizations. CWS has longstanding relationships with healthcare providers on a continuum from crisis and emergency care to long-term and specialty care. With some, CWS are referral partners, and with others, they share workspaces and collaborate regularly to coordinate services. CWS takes a whole-person approach to health, ensuring participants have access to trauma-informed physical, oral, and mental health services they may need. CWS staff assist participants in obtaining and navigating medical insurance and public benefits through the Oregon Health Plan or the healthcare marketplace. CWS staff receive training regarding eligibility for the Oregon Health Plan and navigating the insurance marketplace to assist participants in their search for benefits. CWS also partners with healthcare system navigators, when needed, to quickly connect participants to the coverage they need. CWS and another

partnering SPA rehousing agency, Northwest Family Services, both have formal partnerships with Clackamas DHS and the Mexican Consulate, which facilitates their ability to expedite immigration assistance and obtain birth certificates and other vital documents needed to receive health and social services. As victim service providers, both CWS and NWFS provide mental health care through a licensed counseling program, which serves both insured and uninsured survivors. Counselors have training and expertise in serving survivors and work with both adults and children. Counseling services are offered in English and Spanish and can be accessed in person or through telehealth. Additionally, CWS has a formal partnership with Clackamas County Health Centers (CCHC), where CWS Advocates provide onsite services and can respond to disclosures made in the healthcare setting. CWS also offers mobile advocates to accompany community health workers/visiting nurses and has a presence at the local WIC office. Lastly, CWS has a partnership with Oregon Health Authority through the CBO and Public Health Equity grant program. Recently CWS was asked to participate in a new project- the OHA CBO Public Health Equity Funding Outcomes Evaluation Workgroup.

3. Based on your region's final allocation amount, how many *new* households will your region rehouse through this rehousing program? Please include your region's average cost per household. (*Note: the total number of households will be included in your agreement as your region's rehousing goal.*)

Clackamas County will rehouse 75 new households using our allocation amount. With this rehousing program we will continue to prioritize households, within the above-cited population prioritizations, by vulnerability, with a collaborative approach across the providers engaged in this effort working to bridge the rehoused households onto longer-term subsidies and supportive services in 12 months or less of the SPA-funded rehousing placement. This will allow us to maintain an average household cost of \$10,338.

[Remainder of this page left blank intentionally]