

To request translation or disability-related accommodations, please contact us at **hcddadmin@clackamas.us | 971-442-3954.**

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcddadmin@clackamas.us | 971-442-3954.**

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcddadmin@clackamas.us | 971-442-3954.**

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcddadmin@clackamas.us | 971-442-3954.**

如需翻译服务或残障相关的协助，请与我们联系：**hcddadmin@clackamas.us | 971-442-3954.**

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcddadmin@clackamas.us | 971-442-3954.**



Clackamas County
www.clackamas.us

September 10, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #11 with Clackamas Women's Services for Supportive Housing Services. Amendment Value is \$6,639,871.41 for one year. Total Agreement Value is \$29,721,011.95 for 5 years. Funding is through the State of Oregon Grants 9234 and 9238 funds, Metro Supportive Housing Services funds, and \$88,836 of budgeted County General Funds.

Previous Board Action/Review:

Original Agreement December 15, 2022, BCC-Agenda Item 20221215.III.A;
Assignment Addendum December 15, 2022, BCC-Agenda Item 20221215.V.F.6;
Amendment #01 September 7, 2023 – BCC-Agenda item 20230907 III.C.23;
Amendment #02 December 14, 2023 – BCC Agenda Item 20231214 III.E.5;
Amendment #03 January 8, 2024 – H3S Department;
Amendment #04 June 12, 2024 – H3S Department;
Amendment #05 October 1, 2024 – BCC Agenda Item 20241024 II.B.5;
Amendment #06 December 27, 2024 – H3S Department Director;
Amendment #07 June 5, 2025 – BCC Agenda Item 20250605 IV.F.1;
Amendment #08 September 30, 2025 – BCC Agenda Item 20251002 IX.G.5;
Amendment #09 April 6, 2026 – H3S Department Director;
Amendment #10 June 2, 2026 – H3S Department Director

Performance Clackamas: Safe, healthy, and secure communities.

Counsel Review: Yes: Andrew Naylor

Procurement Review: N/A

Contact Person: Vahid Brown

Contact Phone: 971-334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing and Human Services (H3S) requests approval of Amendment #11 to Contract #10919 with Clackamas Women's Services (CWS) to continue to provide shelter, housing navigation and placement, supportive housing case management, eviction prevention, rapid rehousing and long term rental assistance (LTRA) services to assist households experiencing homelessness in Clackamas County.

CWS has over 40 years of experience providing services to Clackamas County residents. Their organization offers various trauma-informed, wrap-around services for those escaping interpersonal violence. This Amendment provides funding necessary for CWS to continue to provide essential services at current levels for the County's Recovery-oriented System of Care for this fiscal year, as outlined in the table on the following page.

This amendment is funded through \$4,008,911.00 in Metro Supportive Housing Services funds, \$1,158,061.00 in Oregon State Intergovernmental Grant Agreement ORI 9234 funds, \$1,384,063.00 in Oregon State Intergovernmental Grant Agreement LTRA 9238 funds, and \$88,836.00 in budgeted County General Funds.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

Program/Service Provision	Number to be Served
LTRA Participant Services through direct services or subcontractors	Approximately 128 households/year
Navigation and Placement	Approximately 60 households/year
Supportive Housing Case Management (SHCM)	Minimum of 175 households/year
Services for Hotel/motel-based emergency shelter	Average of 50 households/year
CWS Village of 15 units	Average of 125 households/year
Connections to Stable Housing Program (Rapid-Rehousing) through direct service and through subcontractors	Provide services to a minimum of 50 households/year
Eviction Prevention Program	Up to 100 individuals/year

RECOMMENDATION: Staff respectfully recommend that the Board of County Commissioners approve Amendment #11 (H3S 10919) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

AMENDMENT #11
TO THE CONTRACT DOCUMENTS WITH CLACKAMAS WOMEN'S SERVICES
FOR SUPPORTIVE HOUSING SERVICES
Contract #10919

This Amendment #11 is entered into between Clackamas Women's Services ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents originally entered into between Contractor and the Housing Authority of Clackamas County on December 15, 2022 ("Contract").

The Purpose of this Amendment #11 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. Scope of Work is hereby amended as follows:

Contractor shall provide Supportive Services ("Work"), further described in the revised **Exhibit A to this Amendment #11**, attached and incorporated by this reference herein.

2. ARTICLE I, Section 3. Consideration is hereby amended to add:

In consideration for Contractor performing the revised Work, County shall pay Contractor an amount not to exceed \$6,639,871.41. The total Contract compensation will not exceed \$29,721,011.95. Consideration is on a reimbursement basis according to the revised budget exhibit.

County may, in its sole discretion, advance Contractor an amount not to exceed one sixth (1/6) of the total Contract amount (the "Advanced Funds"). Contractor may only use the Advanced Funds for purposes of paying Contractor's eligible expenses incurred between the effective date of the Contract, or amendment extending the term of the Contract, and when Contractor's first monthly invoice is submitted and paid. Advanced Funds may continue to be used to pay Contractor's eligible expenses on a rolling thirty-day (30) basis to ensure Contractor may perform the Work prior to County paying Contractor's monthly invoices. However, Contractor shall continue to invoice County for eligible expenses incurred on a monthly basis, in accordance with the terms and conditions of the Contract, with the Advanced Funds being used to cover eligible expenses prior to when County pays Contractor's monthly invoices.

Starting in November of each contract year, in lieu of an invoice, Contractor shall submit a monthly reconciliation statement of expenses incurred against the Advanced Funds. The reconciliation statement shall document, to County's satisfaction, how the Advanced Funds were spent down on a monthly basis, including reimbursing Contractor for Work performed for each remaining month of the contract year (November through June). When Advanced Funds are fully spent down, Contractor shall submit a final reconciliation statement that details the use of the remaining Advanced Funds, if any. If Contractor's expenses exceed the remaining Advanced Funds, Contractor may invoice the balance, reduced by any remaining Advanced Funds, and then resume invoicing County for reimbursement in accordance with the Contract.

If there are any Advanced Funds remaining after the final reconciliation statement is submitted and no further amounts are owed to Contractor for Work performed, or if the Contract is terminated prior to expiration of its term for any reason, the remaining Advanced Funds must be returned to County within ten (10) business days of the termination date of the Contract.

Contractor's use of Advanced Funds for any purpose not expressly permitted by this Contract, or failure to return Advanced Funds in accordance with the provisions above, constitutes a breach of the Contract. Upon such breach, and in addition to any other right or remedy County may have under the Contract, County may terminate the Contract and reduce any pending invoice for Work performed by the amount of the misused/unreturned Advanced Funds.

Due to a change in funding sources, County intends to reimburse Contractor for Rapid Rehousing program services Work, in addition to the Metro Supportive Housing Services Funds, with additional funds made available through the State of Oregon Housing and Community Services Department Grant Agreement 9234, attached hereto and incorporated by this reference herein, as Exhibit L.

ORIGINAL CONTRACT	\$ 3,361,959.42
AMENDMENT #1	\$ 4,180,204.00 – Additional Scope/funding
AMENDMENT #2	\$ 1,640,396.00 – Additional Scope/funding
AMENDMENT #3	\$ 0 – Payment/Invoice Clarification
AMENDMENT #4	\$ 0 – Term Extension
AMENDMENT #5	\$ 6,874,290.21 – Additional Scope/funding
AMENDMENT #6	\$ 0 – Scope Clarification
AMENDMENT #7	\$ 700,000.00 – Additional funding
AMENDMENT #8	\$ 6,324,290.91 – Term Extension/funding
AMENDMENT #9	\$ 0 – Adding funding source
AMENDMENT #10	\$ 0 – Term Extension
AMENDMENT #11	\$ 6,639,871.41 – Additional funding
TOTAL AMENDED CONTRACT	\$ 29,721,011.95

3. ARTICLE II. Section 31. **Reporting Requirements** is hereby amended to add:

For Work funded by the Oregon Housing and Community Services Department ("OHCS") Oregon Rehousing Initiative ("ORI") Intergovernmental Grant Agreement ("IGA") 9234 ("OHCS ORI Grant 9234" or the "Grant"), Contractor shall comply with additional reporting requirements established by County to ensure compliance with **Exhibit L to this Amendment #11**, OHCS ORI Grant 9234, attached hereto and incorporated by this reference herein.

The County will provide appropriate training to assist Contractor with new systems needed to complete the additional reporting requirements. Contractor shall participate in County's trainings provided; however, participation in such training shall not supplant nor relieve Contractor of its obligations under this Contract.

As HMIS Administrator the County will notify the Contractor of data entry or quality issues and the Contractor will hold any subcontractors accountable through the subcontract agreement.

4. ARTICLE II is hereby amended to add the following additional terms and conditions:

35. Compliance with Grant. In performing the Work, Contractor shall comply with all terms and conditions of the OHCS ORI Grant 9234, including all exhibits thereto. Contractor shall further require any approved subcontractor to comply with the terms and conditions of the Grant, including all exhibits thereto. This obligation includes, but is not limited to, the following additional terms and conditions:

Contractor shall indemnify, defend (subject to ORS chapter 180), 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 Contractor, including Contractor's subcontractors, or any of the officers, agents, employees of Contractor ("Contractor Tort Claims"). It is the specific intention of the parties that Contractor shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or missions of the Indemnatee, be indemnified by Contractor from and against any and all Contractor Tort Claims.

Contractor shall obtain and maintain insurance coverage in the types and amounts set forth in Exhibit L to this Amendment #11.

5. ARTICLE II is hereby amended to add the following additional terms and conditions:

36. Media Releases/Public Acknowledgment. The parties acknowledge the value in coordinating public communications about the Work and will make reasonable efforts to provide notice to each other prior to issuing press releases, holding press conferences, or engaging in other pre-planned media communications about the Work. Similarly, each party will make reasonable efforts to publicly recognize the other in any press releases or planned media-involved events relating to or describing the Work, including and as applicable by providing a speaking opportunity for an elected and/or county official.

[signatures in the following page]

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #11, effective upon the date of the last signature below.

Clackamas Women's Services

 8-12-2026

Authorized Signature Date

Melissa Erlbaum

Printed Name

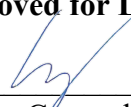
Clackamas County

Signature Date

Name: _____

Title: _____

Approved for Legal Sufficiency:

 08/12/2026

County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Shelter Services Program Design

Contractor will provide supportive services to households staying in 2 hotel/motel-based emergency shelter units, serving an average of 50 households annually. Additionally, CWS's village has 15 units, servicing an average of 125 households annually. The total units available to CWS is 17.

Contractor's shelter program will incorporate provision of safe sheltering, access to resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. Contractor will participate in or facilitate "warm hand off" of housing navigation and/or rental assistance resources. These services are funded with Metro Supportive Housing Services ("SHS") funds; therefore, services may only be provided within the Metro jurisdictional area.

This program will work with the Clackamas County Housing Services Team (HST) Navigation (NAV), Outreach and Engagement (O&E), Safety off the Streets (SoS), and Supportive Housing Case Management (SHCM) Program Planners. Engagement, problem solving, connection to community resources, warm hand offs, and re-location assistance and support will be included in this scope of work as needed.

All referrals for this program will come from Coordinated Housing Access (CHA), street outreach programs, through coordination with HST staff and the by-name list (BNL), or through direct connection to agency. Shelter beds must be prioritized for the people with the highest safety and health vulnerabilities (and their household members). Contractor will work with the HST to establish and/or approve prioritization policies.

Contractor will meaningfully attempt to use Housing First Response/diversion, a client focused minimal intervention approach, with each participant. Housing First Response/diversion training will be provided by HST. Providing CHA screenings, assisting with by-name list (BNL) efforts, and collecting information for the Built for Zero (BFZ) initiative are required as a shelter provider. BFZ is a national initiative led by Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally.

The shelter program will be time-limited, working toward a goal of moving participants to safe, stable housing resources within an average of 45 days from move-in. While 45 days is the goal, there may be extenuating circumstances in which a participant(s) may need to stay longer. Families will not be separated unless they choose to shelter separately. Children residing in shelter will receive assistance attending former or neighborhood school. Emergency shelter programs must provide a place to stay 24 hours/day, 365 days a year. All shelter programs will be connected to, or partner with, housing navigation and placement services, long-term

supportive housing case management, and rental assistance to connect participants with and help permanent housing. HST will facilitate connections, as needed.

Contractor must provide connections to housing navigation and supportive housing case management services, rental assistance resources, complete CHA screening, and all required Homeless Management Information System (HMIS) data entry.

Services offered by Contractor must be voluntary for participants and must be based on participants' stated needs and preferences. However, Contractor may set policies and expectations for participants to follow when accessing a shelter program. Contractor shall follow available HST guidance and policy for non-engagement or program exit. When exit to a housing resource is not an option, Contractor must connect individuals to available outreach or other safety off the streets resources if available. Ensuring the safety to individuals staying in the shelter program and those existing to a non-housing resource is a key responsibility of the Contractor.

On-site amenities must include and easily accessible, but are not limited to:

- Access to telephone, computer, and internet.
- Toilets, showers, and hygiene supplies.
- Laundry facilities.
- Storage for belongings.

Contractor will provide all services reasonably necessary to run the program. These services include, but are not limited to:

- Direct staff support for securing food, transportation, and other basic services for households in non congregate shelter units.
- Shelter intake/CHA assessment completion.
- Housing First Response/shelter diversion.
- Work with each participant to obtain appropriate documents to access housing, employment, and other needed services, considering the needs of immigrant populations.
- Individualized resource referral and connection, including mental and physical health, as needed.
- Provide at minimum weekly check-ins with households residing in the hotel and motel-based shelter. More frequent, if possible, to ensure safety of participants staying in program.
- Interface with hotel owners during occupancy to resolve any misunderstandings or disagreements between owners and occupants. Contact HST staff or additional facilitation or support
- In partnership with navigation contractors, assist in addressing housing barriers, needs, and preferences of participants. This includes, but is not limited to, completion, submission, and tracking of housing documents or applications.
- Develop a process in coordination with HST, to follow up with households exiting shelter programs to homelessness. Assure adequate connections to services after program exit.
- If participant is unable to shelter semi-independently, support timely transition to higher level of care or long-term residential treatment programs.

- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions.

In addition to the above, Contractor agrees to accomplish the above work under the following terms:

- Contractor must provide a minimum of at least one staff at all sites. Contractor must further provide information on after hours contact options that are clearly visible to participants.
- Open shelter beds must be accessible on weekends and holidays.
- Contractor must comply with all relevant health, fire and life safety codes from the local fire marshal and the jurisdiction with permitting authority.
- Contractor must have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible. See program coordinator for additional policy support.
- Shelters may not categorically exclude persons fleeing domestic violence.
- Contractor will document and certify eligibility of each adult household member as either Population A or Population B.
- Contractor may not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
- Contractor must actively participate in trainings, coordination, case conferencing and other meetings as required by HST.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines.

Resource Navigation Program Design

Contractor shall provide a Resource Navigation program, which will include Housing Problem Solving (HPS) services to assist households in exploring possible housing options and community supports using a strengths-based approach. Contractor's Resource Navigators will provide resource navigation and housing placement. These services are funded with Metro SHS funds; therefore, services may only be provided within the Metro jurisdictional area.

Housing Problem Solving is a strengths-based, person-centered approach designed to assist households in resolving their immediate housing crises. It focuses on creative, individualized solutions that prioritize participant choice, leveraging existing resources, support networks, and minimal financial assistance when needed. HPS aims to quickly identify safe, viable housing options outside of the formal homeless response system, reducing the need for long-term interventions.

Resource Navigator Core Responsibilities

- 1) Housing Problem Solving Services:
 - a) Contractor will facilitate HPS conversations with households and provide light-touch resources (e.g., flex funds and community supports) to help resolve housing crises.

- b) Contractor will support the housing placement process following a Housing First model, including engagement, problem-solving, internal warm hand-offs as needed, and relocation assistance.
- 2) Collaboration with Clackamas County Housing Services Team (HST):
 - a) Contractor will work with the HST Program Team, including staff supporting navigation, outreach, safety off the streets, and housing retention programs.
 - b) Relevant Contractor staff must attend required meetings, adhere to HST protocols and processes, and respond to requests for information or inquiries from HST within two business days.

Resource Navigation Referral Process

- 1) Referrals for Resource Navigation will come from the By-Name List (BNL) through Coordinated Housing Access (CHA).
- 2) Referrals to providers will prioritize alignment with their specific service offerings.
- 3) Each FTE will assist no less than 60 households with Resource Navigation annually.
- 4) Participants will be enrolled into the resource navigation program and engaged in housing problem solving.
- 5) It is expected that skilled HPS interventions will exit at least 30% of referrals into permanent housing. When a higher level of care is necessary resource navigator will add clear notes in HMIS outlining housing problem solving attempts and ensure CHA assessment reflects accurate information. This will ensure participant is on the BNL (by-name list) to be matched with a long-term voucher.
- 6) Contractor will ensure that participants are exited from CHA program entries in HMIS as needed, with updated notes for efficient system coordination.

Program Timelines

Voucher-Matched Participants (when vouchers are available):

- 1) Individuals enrolled in the navigation program and matched with a voucher must secure housing placement within 120 days.
- 2) Extensions may be approved by the voucher program manager of the Housing Authority of Clackamas County or their designee.

Non-Voucher-Matched Participants:

- 1) When possible, participants are expected to be rapidly exited from homelessness within 60 days. If participant needs a higher level of care than contractor can provide, program entry should be exited within 60 days, with service transactions and notes updated.
- 2) In some circumstances, program entries may remain open for up to 90 days, but this must be decided in coordination with the Navigation Program Planner at Clackamas County.
- 3) If a program entry is expected to remain open beyond 90 days, there must be a clearly documented reason in HMIS. Such instances should be rare and require prior approval from Clackamas County.

Contact Requirements

- 1) Initial Outreach:
 - a) Contact participants within three business days of receiving a referral.
 - b) If unreachable by phone, navigators must use other contact methods listed in HMIS.
- 2) Escalation Process:
 - a) If contact cannot be established, Contractor must collaborate with Clackamas County's outreach program planner and other case conferencing platforms to attempt contact.
 - b) If no contact can be made, a note will be added in HMIS, and the participant will be exited from CHA assessment (Provider #4433).
- 3) In-Person Housing Problem Solving Conversations:
 - a) Navigators will meet participants in-person to explore housing options using HPS techniques, including:
 - i) Active listening.
 - ii) Strengths exploration.
 - iii) Identifying supports and resources.
 - iv) Creating actionable next steps.
 - v) Utilizing flex funds for housing solutions if appropriate.
- 4) Navigators are expected to stay informed about recovery-based housing and treatment resources to connect participants with needed services.
- 5) Clackamas County will provide regular meetings for providers to learn about updated resources and problem solving monthly. Community of Practice will be developed through this process.

Capacity and Caseload Management

- 1) The program will maintain a navigator-to-participant ratio of 1:10 at all times.
- 2) Contractor shall ensure 2 FTEs are available to perform the Resource Navigation program. Contractor shall assist approximately 60 households per year.
- 3) Contractor must report revolving capacity monthly to the HST Navigation Program Planner.

Performance Monitoring

- 1) Quarterly Reviews:
 - a) HST staff will review Contractor caseloads and benchmarks quarterly for Housing Navigation/Placement and Supportive Housing Case Management.
 - b) Budget adjustments may be made to shift staff and costs between services without altering the total contract value. Budget adjustments must be requested in writing to HST using housingservices@clackamas.us.
- 2) Engagement and Contact Efforts:

- a) Navigators must maintain contact with 100% of participants, checking in at least weekly. If unreachable, this should be addressed in case conferencing and inactive policy applied.
- b) Multiple engagement efforts, including email, phone calls, text messages, and in-person outreach, must be documented in HMIS.
- 3) Case Conferencing:
 - a) Navigators must utilize HST open office hours and Resource Navigation community meeting to problem-solve contact barriers and coordinate participant services.

Housing Navigation and Placement Goals:

- 1) Flexible services and funding will be used to assist households in accessing and securing rental housing tailored to their specific needs as quickly as possible.
- 2) Contractor will work collaboratively with HST, community groups, and other housing organizations to creatively address participant housing needs.

Housing navigation and placement must include the following:

- 1) Check-ins at least weekly with all participating households.
- 2) Assessment of housing barriers, needs and preferences.
- 3) Support and flexible funds to address immediate housing barriers.
- 4) Assistance attending housing orientations and responding to program requirements to secure long-term rent assistance, when available.
- 5) Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- 6) Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- 7) Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.
- 8) Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.
- 9) If participant is unable to live semi-independently, support timely transition to higher level of care or long-term residential treatment programs.

Supportive Housing Case Management/Retention (“SHCM”) Program Design

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, participant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability and personal wellness. These services are funded with Metro SHS funds; therefore, services may only be provided within the Metro jurisdictional area.

Contractor will provide long-term supportive housing services following a Housing First model, providing engagement, problem solving, internal warm hand-offs if need occurs and relocation assistance and support as needed. In its performance of these activities, Contractor will work with the Clackamas County Housing Services Team (HST), including but not limited to the Program Team that provides coordination and support to navigation, outreach and engagement, safety off the streets, and housing retention programs. Contractor will ensure that its relevant staff attend required meetings and adhere to protocols and processes established by the Housing Services Program Team and are responsive to requests for information or other inquiries from the HST.

Referrals to SHCM will come from the By Name List (BNL) and through Coordinated Housing Access (CHA) system (see CHA referral process). When the program receives referrals, each new referral will be contacted via all known contact points within 3 to 5 business days and tracked in participant case notes.

Subject to availability of funds, as determined by the Housing Authority of Clackamas County (“HACC”) in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program or other applicable voucher program of participant households receiving supportive housing case management from Contractor.

The program will maintain an approximate case manager-to-household ratio of 1:25 for supportive housing case management. This ratio may vary depending on whether services are provided at a Permanent Supportive Housing (“PSH”) site or within a Resource Navigation/SHCM mixed caseload. **Contractor will employ 7 FTE Supportive Housing Case Managers (covering RLRA, Fuller Station, and Vuela), who will support a minimum of 175 households.**

Case management services are dedicated to ensuring participants remain in permanent housing long-term through ongoing housing subsidy and support. Contractor must adhere to any and all HST policies/protocols. Exits should be rare and in extreme situations. Program case managers and leadership will work with HST SHCM or Housing for Success (“H4S”) program planner on housing retention, capacity building and training needs.

Specific components of supportive housing case management include, but are not limited to, intensive, relationship based, and trauma informed one-on-one case management, focused on housing stabilization and lease compliance offered at least monthly (and in many cases, weekly). The need for support may be more intensive once people are housed and for the first six months after. Case management may be more intensive to support people with adjusting to housing and connecting with all needed benefits and resources. Case management must be highly flexible and tailored to meet the needs of each individual. These services must include, but are not limited to:

- Identify and leverage existing individual/family strengths, expertise, and assets through a strength-based assessment.
- Work with participant to identify, develop, and maintain safe meaningful connections to their community/support network.

- Create a housing stability action plan and housing goals for each household, including wraparound services, which are collaborative between case manager and participant and focused on housing success.
- Evaluate progress related to housing action plan, as defined through collaborative process with case manager and participant, and adjust plan as needed.
- Ensure each participant has a monthly plan to pay their portion of the rent/utilities. Contractor shall refer individuals to Utility Payment Program and/or Social Security Representative Payee services if needed and eligible.
- Assist with responding to voucher/rental subsidy requirements including inspections and paperwork completion.
- Create strong relationships with landlords. Act as a landlord liaison and assist in landlord relationship development; assist participants with responding to notices from landlord.
- Provide early intervention and support to address issues that could jeopardize housing stability.
- Educate on tenant and landlord rights and responsibilities; connect participants with Housing Rights and Resources and/or Housing Mediation services as needed.
- Encourage regular communication with the tenant and property management.
- Provide problem solving and crisis management.
- Provide connection to independent living supports and/or provision of life skills training, as needed.
- Provide connections to education and employment opportunities.
- Assist (or connect to assistance) with applying for SSI/SSDI using the SSI/SSDI Outreach, Access, and Recovery (“SOAR”) model, and other mainstream benefits, when appropriate; refer to ASSIST program for SSI/SSDI application support.
- Make appropriate use of flexible client services funding to support housing stability and wellness goals.
- Assist with house cleaning and unit maintenance as needed to ensure lease compliance through approved use of flex funding.
- Coordination and connections with other supportive services as needed.
- Complete annual review.
- If participant loses their housing voucher, Contractor will look at housing first and diversion options to find other opportunities for participants whenever possible.

Connections to Stable –Rapid Rehousing Housing Program Design

Contractor shall provide a Rapid Rehousing (RRH) program which includes navigation and placement. Rental assistance and supportive housing services will be provided to help assist households move from temporary housing or homelessness to permanent housing. Housing chosen by participant must be sustainable and may include private market rentals and affordable housing units. The goal of this project is to provide the lightest touch necessary to support households in achieving long-term housing stability. The program will assist households in obtaining housing within the Metro jurisdictional area.

This program will work with the Clackamas County Housing Services Team Program Planners. Engagement, problem solving, connection to community resources, warm hand-off if a transfer needs to occur, and re-location assistance and support will be included in this scope of work as needed.

For Rapid Rehousing funded by OHCS ORI Grant 9234, Contractor will comply with and perform all Grant Activities in accordance with the terms of the Grant, attached hereto as Exhibit L, and incorporated by this reference, including but not limited to all its exhibits.

Contractor and its subcontractors 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, Contractor and its subcontractors 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. For the purpose of the Grant funding, 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 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 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, but who:

- Are defined as homeless under a federal statute:
 - Runaway and Homeless Youth Action (34 U.S.C. sec. 11201 to 11281)
 - Head Start Act (42 U.S.C. 9801 et seq.)
 - 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)
- Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.);
- 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 at least two moves 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.

Compliance with Metro Supportive Housing Services funds requirements.

Contractor will continue to provide rapid rehousing program services funded by the Supportive Housing Services Measure funds. The requirements for this program are defined in the following paragraphs.

All referrals to Rapid Rehousing (RRH) will come from the By Name List (BNL) and/or through Coordinated Housing Access (CHA) system. When the program receives referrals, each new referral will be contacted via all known contact points within five (5) business days to assess current eligibility and interest in this program.

The program will assist a minimum of approximately 50 units/households annually with rapid rehousing. Contractor and its subcontractors shall ensure a case manager(s) to participant ratio is approx. 1:15 with a revolving capacity to assist approximately 15 households at a time. As more participants are added to the caseload, more staff must be added to accommodate them if funds are available.

Contractor shall meaningfully attempt diversion with each participant. Diversion means housing problem solving- Housing Problem Solving is a strengths-based, person-centered approach designed to assist households in resolving their immediate housing crises. It focuses on creative, individualized solutions that prioritize client choice, leveraging existing resources, support networks, and minimal financial assistance when needed. Housing First Response will be provided by the Housing Services Team (HST).

Services offered by Contractor must be voluntary for participants and must be based on the participant's stated needs and preference. Contractor shall provide rental subsidy, and case management is provided to stabilize households. A participant's portion of the rent will follow rapid rehousing rent assistance best practices to move the participant toward paying 100% of their rental costs as soon as possible. Rental subsidy will not necessarily be a percentage.

Contractor shall consider the income information for the last 30 days collected at intake to determine the percentage or amount each program participant must pay while receiving assistance. Contractor will document the determination in the participant's client file. Contractor provider must create an RRH rent calculation policy and submit to the HST for approval.

RRH are tailored to meet each household's specific needs.

Prior to placement, Contractor will provide:

- Check-ins at least weekly with all participating households during housing search.
- Client-driven assessment of housing barriers, needs, and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending housing orientations and responding to program requirements to secure long-term rent assistance in cases where longer-term subsidy is deemed necessary for housing stabilization.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, including establishing relationships with landlords to facilitate participant placement and retention.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.
- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

After housing placement, Contractor will provide:

- Regular check-ins with households should be offered weekly.
- Mediation between the landlord and resident (if applicable).
- Short-term rent assistance and case management (up to 24 months).
- Flexible funding to support housing stability goals.
- Plan to increase income through education, employment, and/or benefits support.
- Plan to "graduate" from housing subsidy and intensive services.
- Plan to transition households who have higher needs to long term rent assistance with or without supportive services.

Eviction Prevention Program

Contractor shall provide an eviction prevention program. This program will offer households short term rent assistance combined with supportive services to prevent eviction. Rental assistance can include payment of rent in arrears if needed to maintain housing.

Contractor will work with the Clackamas County Housing Services Team (HST), including but not limited to the Program Team that provides coordination and support to navigation, outreach and engagement, safety off the streets, and housing retention programs. Contractor will ensure that its relevant staff attend required meetings and adhere to protocols and processes established

by the Housing Services Program Team and are responsive to requests for information or other inquiries from the Clackamas County Housing Services Team. These services are funded with Metro SHS funds; therefore, services may only be provided within the Metro jurisdictional area.

Contractor seeks to eliminate housing as a reason for survivors of domestic violence to stay in or return to an abusive relationship. This is done through a survivor-driven advocacy model delivered by case managers with extensive expertise and training in trauma-informed care and working with victims of domestic and sexual violence.

This program will provide 2 FTE advocate case managers. Case managers will **support up to 100 individuals per year**. Organization will report capacity to the Housing Services Team (HST).

All referrals for Contractor's homeless prevention program will come from Coordinated Housing Access (CHA) Comp Site and weekly justice court eviction docket sent by court manager or designated staff. Survivors will be offered Homelessness diversion prior to being referred to contractor. Homelessness Diversion is a short-term, problem-solving intervention that helps people experiencing a housing crisis identify safe and appropriate alternatives to entering or remaining in the homelessness response system.

Contractor will help participants connect with community resources and navigate multiple systems such as public safety, criminal justice, health care, education, workforce, childcare, and social services. All these services remain flexible to meet the changing needs of the family as they stabilize and continue to offer support for as long as the survivor would like to engage. Long-term, multi-faceted services are often utilized to mitigate the impact of trauma, address the isolation of domestic violence, and support survivors in regaining their articulated/desired goals, wellness, and self-actualization, and households served in our Housing Program frequently remain engaged for many years.

Contractor shall present every household receiving eviction prevention assistance with a range of tailored voluntary supportive services, including information and referrals for Contractor's services, such as counseling, legal assistance, support groups, and youth and children's services; assistance navigating services and service delivery systems; accompaniment to appointments and advocacy with other providers; information and referrals to other providers offering emergency services, public benefits, and youth services; ongoing risk assessments and safety planning; and emotional support.

As participants approach the end of services, Contractor will assist the participant with proactively developing a plan to transition from eviction prevention supports to stable or alternative supportive housing services as needed.

LTRA NAV/SHCM Scope of Work

Contractor shall provide a supportive housing case management program including Housing Navigation support. Supportive housing is affordable housing combined with ongoing services that are flexible, participant-driven, not time-limited, and voluntary to assist households who are

experiencing homelessness in achieving housing stability and personal wellness. Housing Navigation provides services that help a household experiencing homelessness or housing instability identify, obtain, and move into appropriate housing.

Contractor will provide Long Term Rental Assistance (“LTRA”) navigation and supportive housing case management services to a total of 128 households yearly. Contractor will directly provide 18 households with LTRA SHCM including navigation services, and its subcontractors will provide these services to an additional 110 households.

Contractor will provide long-term supportive housing services following a Housing First model, providing engagement, problem solving, internal warm hand-offs if need occurs and relocation assistance and support as needed. In its performance of these activities, Contractor will work with the Clackamas County Housing Services Team (HST), including but not limited to the Program Team that provides coordination and support to navigation, outreach and engagement, safety off the streets, and housing retention programs. Contractor will ensure that its relevant staff attend required meetings and adhere to protocols and processes established by the Housing Services Program Team and are responsive to requests for information or other inquiries from the HST.

Referrals to LTRA/SHCM will come from the By Name List (BNL) and through Coordinated Housing Access (CHA) system (see CHA referral process). When the program receives referrals, each new referral will be contacted via all known contact points within 3 to 5 business days and tracked in participant case notes.

Subject to availability of funds, as determined by the Housing Authority of Clackamas County (“HACC”), in its sole administrative discretion, HACC will pay the rental subsidy costs through the LTRA

The program will maintain an approximate case manager-to-household ratio of 1:25 for supportive housing case management. This ratio may vary depending on whether services are provided at a Permanent Supportive Housing (“PSH”) site or within a Resource Navigation/SHCM mixed caseload. For LTRA, the role of the Supportive Housing Case Manager will include Navigation and Retention services.

Case management services are dedicated to ensuring participants remain in permanent housing long-term through ongoing housing subsidy and support. Contractor must adhere to any and all HST policies/protocols. Exits should be rare and in extreme situations. Program case managers and leadership will work with HST NAV/SHCM or Housing for Success (“H4S”) program planner on housing retention, capacity building and training needs.

Housing navigation and placement must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers needs and preferences.
- Support and flexible funds to address immediate housing barriers.

- Assistance attending housing orientations and responding to program requirements to secure long-term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.
- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.
- If participant is unable to live semi-independently, support timely transition to higher level of care or long-term residential treatment programs.

Supportive housing case management includes, but is not limited to the following:

- Intensive, relationship based, and trauma informed one-on-one case management, focused on housing stabilization and lease compliance offered at least monthly (and in many cases, weekly). The need for support may be more intensive once people are housed and for the first six months after. Case management may be more intensive to support people with adjusting to housing and connecting with all needed benefits and resources. Case management must be highly flexible and tailored to meet the needs of each individual. These services must include, but are not limited to:
 - Identify and leverage existing individual/family strengths, expertise, and assets through a strength-based assessment.
 - Work with participant to identify, develop, and maintain safe meaningful connections to their community/support network.
 - Create a housing stability action plan and housing goals for each household, including wraparound services, which are collaborative between case manager and participant and focused on housing success.
 - Evaluate progress related to housing action plan, as defined through collaborative process with case manager and participant, and adjust plan as needed.
 - Ensure each participant has a monthly plan to pay their portion of the rent/utilities. Contractor shall refer individuals to Utility Payment Program and/or Social Security Representative Payee services if needed and eligible.
 - Assist with responding to voucher/rental subsidy requirements including inspections and paperwork completion.
 - Create strong relationships with landlords. Act as a landlord liaison and assist in landlord relationship development; assist participants with responding to notices from landlord.

- Provide early intervention and support to address issues that could jeopardize housing stability.
- Educate on tenant and landlord rights and responsibilities; connect participants with Housing Rights and Resources and/or Housing Mediation services as needed.
- Encourage regular communication with the tenant and property management.
- Provide problem solving and crisis management.
- Provide connection to independent living supports and/or provision of life skills training, as needed.
- Provide connections to education and employment opportunities.
- Assist (or connect to assistance) with applying for SSI/SSDI using the SSI/SSDI Outreach, Access, and Recovery (“SOAR”) model, and other mainstream benefits, when appropriate; refer to ASSIST program for SSI/SSDI application support.
- Make appropriate use of flexible client services funding to support housing stability and wellness goals.
- Assist with house cleaning and unit maintenance as needed to ensure lease compliance through approved use of flex funding.
- Coordination and connections with other supportive services as needed.
- Complete annual review.
- If participant loses their housing voucher, Contractor will look at housing first and diversion options to find other opportunities for participants whenever possible.

Contractual Benchmarks and Targets

Benchmarks and Timeline:

1. Staff complete Housing First Response training. Contractors must make a good-faith effort to enroll newly hired staff in the next available training session, with completion expected no later than 12 months from hire, contingent on training availability and seat capacity. Email housingservices@clackamas.us to register for the training.
2. Submit Contractor program manual and grievance policy within 180 days of contract execution. Grievance policy must be provided to all clients at intake and as requested.
3. If Contractor works with or utilizes HACC vouchers, staff must complete HACC voucher training and orientation as available within 180 days of being hired.
4. Direct service, outreach staff, and staff from PSH properties with openings will begin to participate (and will continue participating) in monthly in By Name List (BNL) case conferencing within 30 days of being hired.
5. Staff providing direct services and supervision should attend trainings appropriate to their program type as required by the program model and as trainings are available,

i.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting, and any other program-specific required trainings.

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting performance targets will result in the following progressive action:

- First time missing a benchmark/not making progress on performance targets:
 - A monitoring meeting will be set up between the Contractor and the Contract Manager to identify barriers and possible solutions.
 - Contractor and Contract Manager devise a plan with specific action steps and supports needed to address performance concerns.
- Second time missing a benchmark/not making progress on performance targets:
 - Another monitoring meeting set involving HST leadership to discuss performance concern.
 - Issuance of a performance letter and implementation of a Performance Improvement Plan (PIP), including specific corrective actions and a clear explanation of consequences for not meeting performance standards.
- Third time missing a benchmark/not making progress on performance targets or goals set in the PIP:
 - Another monitoring meeting with HST Leadership, including an evaluation of PIP to consider all remedies, up to and including Contract termination.

HST will use Homeless Management Information System (HMIS) and training enrollment data to verify benchmark achievement. Contractor is expected to notify HST through email within 90 days (once staff are hired) if there are challenges meeting any of the benchmarks above.

HST Benchmark and Timeline responsibilities

Incorporate and adhere to the guiding principles and expectations set forth below:

1. Adhere to all applicable Fair Housing laws.
2. Support Contractor in creating policy manual, as needed.
3. Provide HMIS access, training, and support.
4. Provide connections to CHA and Housing First Response/diversion training.
5. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed.
6. Provide information, access, and/or support for staff to attend professional development training.
7. Connect all contracted programs with the overall system of services for people experiencing homelessness.

8. Support both formal and informal partnerships between provider organizations, including those newly formed.
9. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer support
10. Identify unmet needs, gaps in services and system barriers and address these with the system of providers.
11. Provide case staffing, either in a group of service provider peers or one-on-one, as needed.
12. Assist with program access prioritization, including applying the override procedure, as needed.
13. Incorporate participant voice in programming decisions.
14. Maintain effective working relationships with contracted providers.
15. Attend and host training and community/systems meetings.
16. Collaborate in the creation of necessary program protocols and forms.
17. Support Contractor in identifying and re-matching households as needed, when capacity allows and request meets transfer protocol. Transfers will happen across contracted providers.
18. Coordinate with Contractor to participate in by-name-list case conferencing meetings.
19. Apply the process as outlined in the benchmark section described above.

Reporting Requirements

Contractor Reporting Responsibilities:

1. Adhere to all data reporting requirements stated in Article II, Section 31 of the Contract.
2. Work with HST to continually improve on performance targets.
3. Work with the HST Data Team to support the administration of participant surveys and metrics reporting and support HST in any collection of information needed in support of Metro quarterly and annual reporting, as needed, such as participant success stories.
4. Conduct post-program-exit follow-up assessments at 6-months post-exit.
 - a. Enter the results into HMIS.
5. Support administration of surveys to participants.

6. Submit to monitoring for Contract compliance.

HST Reporting Responsibilities:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans.
2. Assist with achieving desired program outcomes and improving those outcomes.
3. Communicate with Contractor in a timely manner when additional data metrics are determined.
4. Work with contracted providers to continually improve on performance targets.
5. Work with Contractor to identify strengths and weaknesses apparent in programming through data.
6. Review and identify strengths and weaknesses from participant feedback report with Contractor.
7. Monitor program for Contract compliance.

Contractor will be required to follow all County policies, protocols and guidelines including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Protocol
- Progress Notes Protocol

Targets

Definition: Targets are specific and measurable outcomes by which Contractor's performance is evaluated. *Not all program types are applicable to all contracts.*

Outcome	Performance Targets	Data Source	Program Types
Data Completeness	95% participants entered in HMIS within 3 business days of intake, ensuring Universal Data Element (UDE) completeness.	HMIS	All
Data Accuracy	95% of changes in participant status updated in HMIS within 3 business days, including updating program entries, exits, annual review, status changes and entering case managers.	HMIS	All
Housing Stability	On avg, the amount of time from 1 st contact to program engagement will be no more than 30 days.	HMIS	Outreach
Effective Services	Make 1 st effort at contact with people referred from by name list within 5 business days.	HMIS	Outreach

	Complete CHA assessment/BNL entries of newly homeless within 3 days of engagement. Contact made with at least 45% percent of target households within the first 6 months of contract. 50% of participants with at least 1 contact will fully engage in services. 90% of eligible service area has adequate outreach coverage.	GIS Tool	
Housing First Response/Diversification	At least 10% of those referred to or seeking shelter are provided with Housing First Response to find other safe, temporary shelter or long-term options, diverting them from entering the shelter/program.	HMIS	SOS STRA Eviction Prevention
Effective Services	Non-Pod Programs: Average length of program participation below 90 days, with a goal to reduce to 45 days. Pod Programs: Average length of program participation below 365 days, with a goal to reduce to 274 days. Average time from entry to connection to housing resource within 30 days.	HMIS /Comp Site HMIS HMIS	SOS
Optimal Occupancy	Once at full program capacity, maintain at least 95% occupancy, based on stated capacity.	HMIS - See Data outcomes	SHCM RRH SOS NAV
Ending Homelessness	At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with Contractor	HMIS	Outreach SOS
Increase or maintain Income	At least 80% of households will increase or maintain income through employment and/or benefit acquisition. Agencies will need to complete annual reviews in HMIS for this to be reflected.	HMIS - Outcome tab	SHCM RRH
Ending Homelessness	At least 95% of households, housed through the program, who subsequently must leave their rental unit are relocated to a new rental unit without a break in supportive services.	HMIS, case notes	SHCM RRH
Ending Homelessness	At least 95 % of households will either maintain housing within the program for at least 12 months or exit the program to a permanent housing destination.	HMIS outcomes tab	SHCM
Ending Homelessness	At least 95% of households who exit to permanent housing, remain in permanent housing as of 6-month follow-up assessment.	HMIS	SHCM STRA Eviction Prevention
System Coordination	Attend a minimum of 90% of required meetings. Program-specific staff must attend and actively engage	Virtual attendance report (ex.	ALL

	in all relevant meetings as outlined in the Monthly HST calendar.	Zoom or Teams)/Sign-in sheets	
--	---	-------------------------------	--

*(NAV – Navigation, SHCM – Supportive Housing Case Management, RRH – Rapid Rehousing, SOS – Safety off the Streets, STRA – Short Term Rent Assistance)

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET**

CWS 10919 FY 2026-27		
Line Item Category	Narrative/Description	Funds Requested
Safety off the Streets/Shelter - SHS		
Personnel		
Salary	6.0 FTE Shelter Case Manager (full staff is 10.0 FTE), .25 Shelter Manager (full staff is 1.0 FTE). .15 Program Director (full staff is 1.0 FTE). .00FTE Shelter Coordinator (full staff is 1.0 FTE).	\$438,110.00
Fringe	Benefits are prorated to the FTE allocated to the grant.	\$152,036.00
Personnel Subtotal:		\$590,146.00
Program Operations - Materials and Supplies		
Hotel Program Expense	12 months of hotel program x an average of 2 HH (max3) x \$150 per night (average)	\$160,000.00
Occupancy Costs	55% of the actual annual occupancy cost to operate emergency shelter for the Village	\$85,000.00
Mileage		\$5,000.00
Program Supplies	Program supplies such as support group materials, children's program activities, and general office supplies, cleaning supplies, basic needs food.	\$6,896.00
Staff Development	Emergency Shelter Staff training including a program pro-rated share of the agency's on-going consultation and training.	\$2,000.00
Program Operations - Materials and Supplies Subtotal:		\$258,896.00
Client Services		
Flexible Client Assistance	Flexible client assistance to address immediate safety needs such as bus passes, emergency food for hotel stay, etc.	\$5,000.00
Client Services Subtotal:		\$5,000.00
Indirect Administration		
Indirect	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$179,522.00
Indirect Subtotal:		\$179,522.00
Safety off the Streets - SHS Subtotal:		\$1,033,564.00
Safety off the Streets/Shelter - CGF		
Personnel		
Salary	.50 Shelter Manager. Salary is prorated to the FTE allocated to the grant.	\$40,000.00
Fringe	Benefits are prorated to the FTE allocated to the grant.	\$12,940.00
Personnel Subtotal:		\$52,940.00

Program Operations - Materials and Supplies		
Occupancy Costs	15% of the actual annual occupancy cost to operate emergency shelter for the Village home such as utilities, copier, general maintenance and repairs for the building and vehicles, supplies, phones, IT, etc.	\$19,792.00
Program Operations - Materials and Supplies Subtotal:		\$19,792.00
Client Services		
N/A		
Client Services Subtotal:		\$0.00
Indirect Administration		
Indirect	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$16,104.00
Indirect Subtotal:		\$16,104.00
Safety off the Streets - CGF Subtotal:		\$88,836.00
Resource Navigation		
Personnel		
Salary	1.5 FTE Resource Navigation , .15 FTE Program Director, .25 Program Manager.	\$139,840.00
Fringe	Benefits are prorated to the FTE allocated to the grant.	\$46,935.00
Personnel Subtotal:		\$186,775.00
Program Operations - Materials and Supplies		
Occupancy Costs	Occupancy costs for rent, copier, phones, IT, etc.	\$8,000.00
Mileage	Mobile services using the federally approved mileage rate	\$1,500.00
Staff Development	Housing Staff training including a program pro-rated share of the agency's on-going consultation and training.	\$417.00
Translation/Interpretation	In-person, video and telephone language interpretation and document/materials translation according to CWS Language Access Plan	\$2,000.00
Program Supplies	General office supplies, including laptop for project staff	\$3,000.00
Program Operations - Materials and Supplies Subtotal:		\$14,917.00
Client Services		
Flexible Client Assistance	Flexible client assistance to meet the objectives of goal plans focused on the program's objectives:	\$4,999.00
Client Services Subtotal:		\$4,999.00
Indirect Administration		
Indirect	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$56,817.00
Indirect Subtotal:		\$56,817.00
Resource Navigation Subtotal:		\$263,508.00
Supportive Housing Case Management		

Personnel		
Salary	7.0 FTE Housing Case Manager (RLRA, Fuller Station, Mercy Greenbrea, Vuela), 1.0 FTE Program Manager .30 FTE Program Director, .25 Housing Associate.	\$602,170.00
Fringe	Benefits are prorated to the FTE allocated to the grant.	\$206,217.00
Personnel Subtotal:		\$808,387.00
Program Operations - Materials and Supplies		
Occupancy Costs	Occupancy costs for rent, copier, phones, IT, etc.	\$35,000.00
Mileage		\$15,000.00
Staff Development	Staff training including a program pro-rated share of the agency's on-going consultation and training.	\$3,000.00
Program Costs	Program supplies such as support group materials, wellness activities, children's program activities, and general office supplies	\$4,228.00
Translation/Interpretation		\$3,000.00
Program Operations - Materials and Supplies Subtotal:		\$60,228.00
Client Services		
Flexible Client Assistance	Flexible client assistance to maintain and sustain housing and mitigate barriers and promote housing and stability.	\$165,000.00
Client Services Subtotal:		\$165,000.00
Indirect Administration		
Indirect	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$245,911.00
Indirect Subtotal:		\$245,911.00
SHCM Subtotal:		\$1,279,526.00
Eviction Prevention		
Personnel		
Salary	2.0 FTE Advocate/Case Manager, .30 FTE Program Manager, and .10 FTE Program Director.	\$177,370.00
Fringe and Benefits	Benefits are prorated to the FTE allocated to the grant.	\$59,978.00
Personnel Subtotal:		\$237,348.00
Program Operations - Materials and Supplies		
Occupancy Costs	Occupancy costs such as utilities, copier, phones, IT, etc. x 3% annual increase	\$8,000.00
Staff Development	Emergency Shelter Staff training including a program pro-rated share of the agency's on-going consultation and training. x 3% annual increase	\$1,500.00
Translation/Interpretation		\$3,000.00
Program Supplies	General office supplies, including laptop for project staff	\$3,000.00
Mileage		\$2,500.00
Program Operations - Materials and Supplies Subtotal:		\$18,000.00
Client Services		
Homeless Prevention	Eviction Prevention Assistance for CHA DV Door to serve approximately 100 households	\$345,763.00

Client Services Subtotal:		\$345,763.00
Indirect Administration		
Indirect	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$72,201.00
Indirect Subtotal:		\$72,201.00
Eviction Prevention Subtotal:		\$673,312.00
Rapid Rehousing - SHS		
Personnel		
Salary	.25 FTE Housing Associate, 2.0 FTE Housing Case Manager, .30 Housing Manager and .15 FTE Housing Program Director. Salary is prorated to the FTE allocated to the grant. Salary is projected at a combination of the mid-point and Q4 of the pay scale for the position to account for the variance in new to tenured employees. The pay scales are based on the CWS Pay Equity Compensation Policy which is updated annually through a contracted HR Consultant firm. Salary calculations include pay differentials for language and for overnight and on-call response.	\$191,120.00
Benefits	Includes payroll taxes, health and dental coverage for employee and child coverage, retirement contribution, disability, workers' compensation, commuter stipend, wellness support, and paid leave. Benefits are prorated to the FTE allocated to the grant.	\$65,298.00
Personnel Subtotal:		\$256,418.00
Program Operations - Materials and Supplies		
Occupancy Costs	Occupancy costs for rent, copier, phones, IT, etc.	\$8,000.00
Mileage		\$2,500.00
Staff Development	Staff training including a program pro-rated share of the agency's on-going consultation and training.	\$1,500.00
Program Supplies	General office supplies, including laptop for project staff	\$3,000.00
Translation/Interpretation		\$3,000.00
Program Operations - Materials and Supplies Subtotal:		\$18,000.00
Client Services		
Client Assistance	Flexible funding to support housing stability goals including rental subsidy, flexible funds to meet housing barriers, support with moving assistance, securing furniture, application fees, and other non-rent move-in costs. This project will serve approximately 50 households.	\$406,581.00
Client Services Subtotal:		\$406,581.00
Indirect Administration		
Overhead/Admin	CWS has a negotiated indirect cost rate with the U.S. Department of Justice Office on Violence Against Women at 30.42% applied to a base of salary + fringe.	\$78,002.00
Indirect Subtotal:		\$78,002.0
RRH Subtotal:		\$759,001.0
Rapid Rehousing - ORI 9234		
Personnel		
Salary	.15 FTE Housing Case Manager, 10 FTE Housing Coordinator, .15 Housing Manager.	\$28,234.00
Benefits	Benefits are prorated to the FTE allocated to the grant.	\$9,659.00
Personnel Subtotal:		\$37,893.00

Program Operations - Materials and Supplies		
Mileage	To provide mobile services to for support services.	\$500.00
Translation Services	Interpretation Services	\$1,000.00
Occupancy	Direct expense- housing services office	\$2,000.00
Program Operations - Materials and Supplies Subtotal:		\$3,500.00
Client Services		
Client Assistance		\$90,000.00
Client Services Subtotal:		\$90,000.00
Subcontracts to Providers		
Supportive Seivces		\$169,110.00
Client Assistance: Rental + Flex Funds		\$675,000.00
Program Expenses		\$12,000.00
Client Services Subtotal:		\$856,110.00
CWS RRH Indirect Administration		
CWS RRH Indirect Administration (10%)	Admin applied to indirect/general (10%)	\$13,139.00
CWS RRH Indirect Subtotal:		\$13,139.00
Subcontract Indirect Administration		
Admin (10%)		\$84,500.00
Subcontract Indirect Subtotal:		\$84,500.00
Project Administration		
Project Administration (5%)	for subcontract management	\$72,919.00
Project Administration Subtotal:		\$72,919.00
RRH - ORI 9234 Subtotal:		\$1,158,061.00
LTRA 9238		
Personnel		
Salary	1.0 FTE Housing Case Manager, .10 FTE Housing Associate/CHA Navigator, .25 FTE Housing Manager, .10 FTE Housing Coordinator and .05 FTE Director for direct services and management of program operations (average aligned with subcontractor at \$5,500 per HH). .25 FTE CWS LTRA Planner for activities included in planning and capacity building, research and development, program implementation planning, training and technical assistance, and HMIS DV Comp site expenses.	\$179,284.00
Benefits	Benefits are prorated to the FTE allocated to the grant.	\$62,749.40
Personnel Subtotal:		\$242,033.40
Program Operations - Materials and Supplies		
Mileage	To provide mobile services to for LTRA	\$1,500.00
Program Operations - Materials and Supplies Subtotal:		\$1,500.00
Client Services		
Flex Funds-up to 25 HH	Supportive Services for up to 25 LTRA households	\$15,000.00
Client Services Subtotal:		\$15,000.00

Subcontracts to Providers		
Supportive Sevices	LTRA Supportive Services Subcontracts: Average based on previous expenditures + COLA is \$5,500 per HH x 117 HH	\$643,500.00
Client Assistance: Rental + Flex Funds	LTRA Flex Funds Subcontracts- Average based on previous expenditures at \$250 per HH/mo + navigation into housing and move-in assistance for new HH	\$281,500.00
Program Expenses	LTRA Program Expenses Subcontracts (pro-rated average for direct expenses allowable per LTRA guidance)	\$20,000.00
Client Services Subtotal:		\$945,000.00
CWS LTRA Indirect Administration		
CWS LTRA Indirect Administration (15%)	Admin applied to indirect/general (15%)	\$38,780.01
CWS RRH Indirect Subtotal:		\$38,780.01
Subcontract Indirect Administration		
Admin (10%)		\$94,500.00
Subcontract Indirect Subtotal:		\$94,500.00
Project Administration		
Project Administration (5%)	for subcontract management	\$47,250.00
Project Administration Subtotal:		\$47,250.00
LTRA 9238 Subtotal:		\$1,384,063.41
FY 2026-2027 Total Budget:		\$6,639,871.41

EXHIBIT L
PERSONAL SERVICES CONTRACT
OHCS ORI GRANT 9234

OHCS GRANT #PO-91400-00055968 (OHCS #9234) – Oregon Rehousing Initiative (ORI)

STATE OF OREGON
GRANT AGREEMENT

Grant No. 9234

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

SECTION 1: AUTHORITY

Pursuant to Oregon Revised Statutes (“ORS”) 190.110, 456.561, 456.625 (17), and 458.392, and Executive Order 25-01, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support the Oregon Rehousing Initiative (“ORI”), which is designed to provide rehousing and supportive services to homeless households.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2027.

SECTION 4: GRANT ADMINISTRATORS

4.1 Agency’s Grant Administrator is:

Nicole Servin
725 Summer Street NE, Suite B, Salem, OR 97301
971-388-4525
nicole.servin@hcs.oregon.gov

4.2 Grantee’s Grant Administrator is:

Vahid Brown
2051 Kaen Road, Oregon City, OR 97045
971-334-9870
vbrown@clackamas.us

4.3 A Party may designate a new Grant Administrator by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

Type text here

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,709,812.09 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through a general fund appropriation from House Bill 5011 (2025) (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient monies in and from the Funding Source based on Agency’s reasonable projections of monies accruing to the Funding Source, Agency will disburse Grant Funds to Grantee to reimburse Grantee for costs and expenses actually incurred for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds for completed and approved Project activities. If Agency determines that Grantee is responsible for deficiencies in completed Project activities, Agency will prepare and deliver to Grantee a written description of the deficiencies within 15 days of Agency’s receipt of a request for disbursement from Grantee. Grantee must correct any identified deficiencies at no additional cost to Agency within 15 days of receiving notice of such deficiency. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency showing that the deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. In addition to the conditions set forth in Section 7.1, Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 14 has occurred;
- 7.2.3 There are no unresolved deficiencies in project activities as described in Section 7.1.3; and

7.2.4 Grantee's representations and warranties set forth in Section 8 are true and correct on the date(s) of disbursement with the same effect as though made on the date(s) of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together in good faith to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available and the Parties do not reach agreement on an amendment, Agency, in its sole discretion, may either (i) cancel or modify its suspension of funding notice by a supplemental written notice or (ii) terminate this Grant as permitted by either Section 17.2.1 or 17.2.2 of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/ Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is an Oregon county duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid, and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability or authority of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785,

applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. 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 Section 15, if Grantee 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 Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: RESERVED

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that: (i) is confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) (“Personal Information”), and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities. Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when, and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security,” as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must

promptly but in any event within 7 calendar days (i) notify Agency's Grant Administrator of such Breach, and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not occur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency may direct Grantee to provide notice and shall have the right, but not the obligation, to specify the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

Subgrants/ Contracts. Grantee must require any subgrantees, contractors, or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this section.

SECTION 11: CONTRIBUTION

11.1 Third-Party Tort Claims.

- 11.1.1** 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 ("Third-Party Tort Claim") against a Party to this Agreement (the "Notified Party") with respect to which the other Party may have liability, the Notified Party must promptly notify the other Party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either Party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either Party's liability to the other in regard to the Third-Party Claim.
- 11.1.2** If the Parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the Parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the Parties 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. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding. This section shall survive termination of this Grant.
- 11.1.3** Grantee shall take all reasonable steps to require its subgrantee(s) and contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS chapter 180), 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 Grantee's subgrantee or contractor, including a contractor's subcontractors, or any of the officers, agents, employees of the contractor ("Contractor Tort Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Grant.

11.2 Indemnity; Release – Claims Other Than Torts.

- 11.2.1** Except for Third-Party Tort Claims and Contractor Tort Claims as provided above, to the extent authorized by law, Grantee shall defend, indemnify, save and hold harmless and release the State of Oregon, Agency, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Grantee, or its officers, employees, contractors, or agents in connection with this Grant, and the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Grantee, or its officers, employees, subgrantees, contractors, or agents.
- 11.2.2** Notwithstanding the foregoing, neither Grantee nor any attorney engaged by Grantee may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Grantee settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Grantee will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, or Agency of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 12: INSURANCE

- 12.1 Grantee Insurance.** Subject to Section 12.2, Grantee must obtain and maintain insurance coverage in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance indicated in Exhibit B, (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of

insurance coverage indicated in Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.3 Real Property.** If the Project includes the construction, remodel, or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.
- 12.4 First-Tier Subgrantee/ Contractor Insurance.** Grantee must require any subgrantees or any of its first-tier contractors to maintain insurance in the types and amounts that are commensurate with the type of work being performed by the subgrantees or the first-tier contractors of Grantee or its subgrantees, and that are consistent with applicable industry standards.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: DEFAULT

- 14.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 14.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;
- 14.1.2** Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect; or
- 14.1.3** A petition, proceeding, or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days

after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due; or Grantee makes an assignment for the benefit of its creditors.

- 14.2 Agency.** Agency will be in default under this Grant if, after 15 days' written notice specifying the nature of the default, Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority or insufficient funding or because the conditions for disbursement set forth in Section 7 have not been met.

SECTION 15: REMEDIES

- 15.1 Agency Remedies.** In the event Grantee is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 17.2, (ii) reducing or withholding payment for deficient or late Project activities or materials, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right to recovery of overpayments under Section 16 of this Grant or setoff, or both, or (vi) reducing the Grant Funds amount, or (vii) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies 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. Agency's election not to pursue any available remedy under this Grant or applicable law will not constitute a waiver of default or of any other remedy.
- 15.2 Grantee Remedies.** In the event Agency is in default under Section 14.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement for Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 16: WITHHOLDING FUNDS, RECOVERY

Agency may withhold Grant Funds due to Grantee, and Grantee must return to Agency within 30 days of Agency's written demand:

- 16.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 16.2** Any Grant Funds received by Grantee that remain unexpended for payment of Project expenses at the end of the Performance Period;

16.3 Any Grant Funds Agency determines were spent on purposes other than allowable Project activities;
or

16.4 Any Grant Funds Grantee received as payment for deficient activities or materials.

SECTION 17: TERMINATION

17.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

17.2 **By Agency.** Agency may terminate this Grant as follows:

17.2.1 At Agency's discretion, upon 30 days' advance written notice to Grantee;

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

17.2.3 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 Grant is prohibited, or Agency is prohibited from funding the Grant from the Funding Source; or

17.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant.

17.3 **By Grantee.** Grantee may terminate this Grant as follows:

17.3.1 Immediately upon written notice to Agency if Agency is in default under this Grant and such default remains uncured 15 calendar days after written notice thereof to Agency.

17.3.2 Upon 30 calendar days' advance written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to continue its current operations, Grantee's board downsizes or eliminates the division performing Grantee's obligations under this Grant resulting in the division's inability to continue to perform such obligation, and Grantee has repaid to Agency all Grant funds previously disbursed by Agency under this Grant that have not been spent by Grantee in accordance with this Grant as of the date of termination.

17.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 18: MISCELLANEOUS

18.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant

and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.

- 18.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant 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 Grant. Nothing in this Grant 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.
- 18.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.
- 18.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or registered or certified mail, to a Party's Grant Administrator at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this section. Any notice so addressed and mailed becomes effective five (5) 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.
- 18.5 Survival.** The provisions of this Grant which by their nature are intended to survive expiration or termination of this Grant (including, but not limited to, remedies and record-keeping) will survive.
- 18.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 18.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 18.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 18.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.
- 18.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this

Grant 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 Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 18.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant.
- 18.11.1** Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 18.11.2** If Agency consents to such a contract or subgrant, Grantee must take all reasonable steps to cause its contractor(s) and subgrantee(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 ("Indemnitees") 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(s), subgrantee(s), or any of the officers, agents, employees, or subcontractors of such contractor(s) or subgrantee(s) ("Claims"). Indemnitees must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor(s) or subgrantee(s) from and against any and all Claims.
- 18.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 18.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic, or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency, the Oregon Secretary of State's Office, and their duly authorized representatives will have access to all Records to the extent permitted by law to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years following the expiration or termination of this Grant, or such longer period as may be required by applicable law, , or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.
- 18.14 Fixed Assets.** Grantee must, and must cause its subgrantees to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Part 200, Subpart D, and specific requirements of the source of funds. The applicable federal regulations shall apply to all equipment purchased with Agency funding, regardless of source of funds. References in the federal regulations to a federal awarding entity shall be deemed a reference to Agency, and references to a non-federal entity shall be deemed a reference to Grantee.

18.15 Prevailing Wage Requirements.

- 18.15.1** Grantee must comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, grantees, subgrantees, and contractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Grantee must require its subgrantees and contractors to file separate work bonds with the Construction Contractors Board, unless the subgrantee or contractor is exempt under ORS 279C.836 and OAR 839-025-0015.
- 18.15.2** When the federal Davis-Bacon Act applies to the Project, subgrantees and contractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).
- 18.15.3** Notwithstanding (18.15.1) and (18.15.2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, subgrantees and contractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (18.15.1) or (18.15.2) above.
- 18.15.4** When PWR applies, Grantee and its subgrantees and contractors shall not contract with any contractor on BOLI's current [List of Contractors Ineligible to Receive Public Works Contracts](#).
- 18.15.5** When PWR applies, Grantee shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Grantee contractually agrees to pay applicable prevailing wage fees for the Project.
- 18.15.6** Pursuant to ORS 279C.817, Grantee and any subgrantees or contractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- 18.16** **Headings.** The headings in this Grant are for the purpose of reference only and do not limit or otherwise affect any of the terms hereof.
- 18.17** **Grant Documents.** This Grant consists of the following exhibits, which are incorporated by this reference and listed in descending order of precedence:
- Exhibit A (the "Project")
 - Exhibit C (Online Systems)
 - Exhibit B (Insurance)
- 18.18** **Merger, Waiver.** This Grant 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 19: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

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

By: Phillip Andrews
Phillip Andrews, Designated Procurement Officer

05/01/2026
Date

Grant Administrator Approval

By: Nicole Servin
Nicole Servin, Program Analyst

04/30/2026
Date

Clackamas County

By: Martha Schrader
Authorized Signature

4/23/2026
Date

Martha Schrader
Printed Name

Vice Chair
Title

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Sr. AAG Zoey Kohn

2/4/2025
Date

EXHIBIT A THE PROJECT

1. BACKGROUND AND GOALS

ORI is a State-funded program designed to provide rehousing and supportive services to homeless households. It is a response to the significant rise in unsheltered homelessness in Oregon. ORI aims to address homelessness through a comprehensive approach that includes street outreach, rapid rehousing, unit access, and data collection. ORI is part of Oregon's broader effort to combat poverty and improve housing stability across Oregon.

The primary goals of ORI are to ensure holistic coverage of rehousing services statewide without duplication or overlap, and to support eligible households in achieving stable housing. ORI emphasizes the importance of not considering income limitations or U.S. citizenship as eligibility criteria, thereby broadening access to services. Grant Funds are intended to supplement existing resources and support both new and ongoing programs, ensuring that Grant Funds are not used to replace other available funding sources. By focusing on these goals, ORI aims to significantly reduce homelessness and enhance the well-being of individuals and families across Oregon.

The purpose of this Grant is to provide funding to Grantee to implement ORI. Grantee must rehouse 62 households during the Performance Period.

2. DEFINITIONS

“Administrative Costs” means costs to administer the Project. Administrative Costs must be reasonable and necessary, and can include costs that are directly related to this Grant, or indirectly related because they are necessary for the general operation of the organization. Examples of Administrative Costs include, but are not limited to:

- Senior executive management personnel costs;
- Administrative staff travel costs;
- General operating costs, such as: accounting, budget, human resources, contracting, marketing, audit, and organization insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General facility costs, such as rent, depreciation, operation, and maintenance; and
- Equipment rental or purchase, utilities, and information technology costs.

“Continuum of Care” or **“CoC”** means a coordinated network of community-based programs and stakeholders that work together to prevent and end homelessness. The CoC ensures that services are client-centered, locally responsive, and aligned with broader state and federal goals to reduce homelessness.

“Conversion” means an activity that adds to the value of an existing structure, appreciably prolongs its useful life, or adapts it to new uses.

“Homeless Management Information System” or **“HMIS”** has the meaning provided in 24 CFR 576.2. Victim service providers must use a HMIS comparable database.

“Program Guidance” is Agency’s publication that outlines the requirements associated with ORI. The Program Guidance is incorporated into this Grant by this reference, and can be found on Agency’s website: <https://www.oregon.gov/ohcs/homelessness-response/Documents/oregon-rehousing-initiative-program-guidance.pdf>.

“Rehabilitation” means action taken to return a property to a useful state by means of repair, modification, or alteration. Bringing a property to the point where it is usable, safe, comfortable, hygienic, etc., but not necessarily bringing it back to its previous state or improving the property.

“Renovation” means the process to upgrade or improve an existing structure.

“State” means Oregon.

3. PROJECT ACTIVITIES

Grantee must use the Grant Funds to provide rehousing and supportive services to homeless households in Oregon.

All activities conducted under this Grant must be housing focused. Housing focused activities seek to lower barriers for people experiencing homelessness or housing instability. Grantee may not screen clients out on the basis of behavioral, psychological, or physiological traits, or based on citizenship or immigration status, or economic preconditions. Housing focused activities must ensure the safety and support of both staff and clients 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. Grantee must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to rehousing.

Agency’s Program Guidance outlines several key activities that Grantee must undertake, including:

- A. **Eligibility and Documentation.** Grantee must conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation, and must maintain documentation related to eligibility. Eligibility is based on the client’s housing status at the time of the initial evaluation. Eligible housing status categories include the following:
 - i. **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, if the individual or family resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - ii. **Category 3: Homeless Under Federal Statute.** Unaccompanied youth under 25 years of age, or families with children and youth, who do not qualify as homeless under another category but who:

- Are defined as homeless under a federal statute:
 - Runaway and Homeless Youth Act (34 U.S.C. sec. 11201 to 11281)
 - Head Start Act (42 U.S.C. 9801 et. seq.)
 - 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)
 - Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.);
 - Have not had a lease, ownership interest, or occupancy agreement for permanent housing during the 60 days prior to the program assistance eligibility determination;
 - Have experienced persistent instability, as measured by at least two moves 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.
- iii. **Category 4: Fleeing/ Attempting to Flee Domestic Violence.** Individual or family that:
- Is fleeing, or is attempting to flee, domestic violence;
 - Has no other residence; and
 - Lacks the resources or support networks to obtain permanent housing.
- B. **ORI Services.** Grantee must provide ORI services for eligible clients as funding is available. ORI services include, but are not limited to:
- i. **Street Outreach.** Engaging with individuals experiencing homelessness directly in the places they are staying, such as streets, parks, and other public spaces. The goal is to build trust and provide immediate support, which can include:
- Housing navigation and placement services;
 - Marketing and outreach; and
 - Sanitation services.
- ii. **Rapid Rehousing.** Services to enable clients to obtain permanent housing when they are currently homeless, which can include:
- Coordinated entry planning and delivery, as required by the local CoC;
 - Housing navigation and placement services;
 - Rehousing and supportive housing services; and
 - Financial assistance, including but not limited to:
 - Move-in costs;
 - Rental assistance (24-month maximum, may be prepaid to landlord to encourage participation);
 - Past property damage and housing debt;
 - Renter’s insurance.
- iii. **Unit Access.** Expenses connected to the access of available units, including, but not limited to:

- Block leasing;
- Landlord engagement;
- Landlord incentives; and
- Renovation, Rehabilitation, or Conversion of existing structures.

For all clients rehoused using Grant Funds, Grantee must provide landlords with Agency-provided documentation showing landlord participated in ORI to ensure Agency can provide additional resources through its Landlord Guarantee Program.

- iv. **Facilities.** Expenses related to Conversion, Rehabilitation, or Renovation of existing structures owned by Grantee when such work results in the addition of units for permanent housing for ORI. Grantee must place a Declaration of Restrictive Covenants on these facilities, in a format required by Agency, and must record the Declaration of Restrictive Covenants in the land records of the county in which the facility is located. Grantee must execute all documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants, at Grantee's expense. Grantee must ensure the obligations in the Declaration of Restrictive Covenants continue throughout the applicable restrictive use period, notwithstanding the expiration or termination of this Grant. Any facilities that benefited from Conversion, Rehabilitation, or Renovation under this Grant are subject to restrictive use as shown below:

Activity	Description	Minimum Period of Use
Minor Rehabilitation or Renovation	Rehabilitation or Renovation cost does not exceed 75% of the value* of the facility before Rehabilitation or Renovation	3 years
Major Rehabilitation or Renovation	Rehabilitation or Renovation cost exceeds 75% of the value* of the facility before rehabilitation or Renovation	10 years
Minor Conversion	Conversion cost does not exceed 75% of the value* of the facility before conversion	3 years
Major Conversion	Conversion cost exceeds 75% of the value* of the facility before rehabilitation	10 years

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

Grantee may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in a facility or its underlying property during the restrictive use period without first obtaining Agency's written consent. Agency may condition any such consent on the transferee's agreement to assume all obligations of Grantee under this Grant for the duration of the restrictive use period. Grantee's proposed use of any monies gained from transferring property ownership must be preapproved by Agency.

- v. **Data.** Expenses necessary to collect and report client services, demographic data, performance outcomes, and other elements required by Agency, including, but not limited to, the costs of:
- HMIS user licenses; and

- HMIS training and technical assistance.

4. EXEMPTIONS AND SPECIAL CONDITIONS

Agency waives the following provisions of the Program Guidance:

- The limitation that prevents ORI from rehousing new households after 6/30/2025;
- The use of housing status category 6 to determine eligibility; and
- The requirement to submit an ORI Regional Plan prior to providing services.

5. BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. The table below describes high-level allowable and unallowable costs for this Grant:

Allowable Costs	Unallowable Costs
Street outreach	Property acquisition
Rapid rehousing services	Construction
Unit access	Capacity building
Data collection	Meals for board
Administrative costs (up to 15% of total Grant Funds, shared with any subgrantees)	

Grantee must submit a detailed budget that allocates the Grant Funds across the allowable costs categories, using an Agency-provided form. No funding will be disbursed until the budget has been received, reviewed, and approved by Agency. Grantee is expected to respond promptly to budget requests and allocation instructions.

6. PROJECT MONITORING, REPORTING, AND PERFORMANCE MEASURES

A. Monitoring

- Agency may monitor Grantee's activities, including Grantee's policies and procedures for monitoring any subgrantees, to ensure Grantee and any subgrantees comply with the terms of this Grant and the use of the Grant Funds. Monitoring activities may include any action deemed necessary and appropriate by Agency, including but not limited to the following activities:
 - On-site or remote Records review;
 - Conducting audits;
 - On-site inspections;
 - Evaluating Grantee's activities and progress; and
 - Providing training or technical assistance.
- Agency may use third parties to assist with monitoring activities.
- Agency may, from time to time, monitor the activities of any subgrantees. Notwithstanding any such review or monitoring by Agency, Grantee remains responsible for monitoring any

subgrantees at least once during the Performance Period and ensuring subgrantee compliance with this Grant.

B. Reporting

- i. Grantee must submit quarterly and annual reports to Agency using Agency-provided templates. The reports must describe Grantee's progress toward its rehousing goals. Reports are due to Agency as follows:

Reporting Period	Report Type	Due Date
July 1, 2025 – September 30, 2025	Quarterly	November 20, 2025
October 1, 2025 – December 31, 2025	Quarterly	January 20, 2026
January 1, 2026 – March 31, 2026	Quarterly	April 20, 2026
April 1, 2026 – June 30, 2026	Quarterly and Annual	July 20, 2026
July 1, 2026 – September 30, 2026	Quarterly	October 20, 2026
October 1, 2026 – December 31, 2026	Quarterly	January 20, 2027
January 1, 2027 – March 31, 2027	Quarterly	April 20, 2027
April 1, 2027 – June 30, 2027	Quarterly and Annual	July 20, 2027

- ii. Grantee must, and must cause and require its subgrantees by written agreement to, ensure that data collection and reporting, which may include Confidential Information or personally identifiable information, is conducted through Agency-approved systems, including HMIS or HMIS-comparable systems for victim service providers, and follows applicable policies and procedures of Agency. Grantee must also provide technical assistance to its subgrantees, and may request assistance from Agency as needed.
- iii. In addition to the reports required by Section B(i), Grantee must, and must require its subgrantees by written agreement to, submit to Agency the following reports, in a format satisfactory to Agency. At Grantee's discretion, Grantee may permit its subgrantees to submit reports to Grantee instead of Agency. Grantee must coordinate the reporting process and must ensure all reports are submitted to Agency by the due dates described below:
 - a. **Monthly System Query Report.** Activities funded with this Grant must be included in the monthly disaggregated HMIS data. Reports are due 20 days following the end of each month. Reports must be transmitted in a format and method as directed by Agency.
 - b. **Annual System Performance Measure (SPM) Report.** Activities funded with this Grant must be included in the Annual SPM Report. Reports are due upon Agency's request, which will be after the SPM deadline in HUD HDX. Reports must be submitted in a format and method directed by Agency.

- iv. Grantee may request a reporting deadline extension by sending an email to Agency's Grant Administrator at least 7 days prior to the deadline. To be effective, extensions must be approved in writing by Agency's Grant Administrator.
- v. All reports must be complete and satisfactory to Agency. Grantee must also provide additional information and documents to Agency as Agency may require.
- vi. If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

C. Performance Measures

Grantee must, and must cause and require its subgrantees and contractors by written agreement to, conduct the Project activities in a manner consistent with the requirements of this Grant and to achieve the following performance goals:

- i. Increase housing stability, as measured by the number of households successfully rehoused as defined by a household receiving ongoing assistance or exiting to permanent housing after successful rehousing placement under this Grant;
- ii. Reduce the length of time clients spend homeless by ensuring the average length of time from client evaluation to moving into housing does not exceed 45 days, unless approved in writing by Agency; and
- iii. Maintain housing stability by ensuring at least 80% of households exiting to permanent housing do not return to homelessness within 6 months of program exit.

If Grantee determines it is unable to meet these goals, Grantee must notify Agency and cooperate with Agency to develop a remedy plan. If Agency determines Grantee is unable to meet these goals, Agency will work with Grantee to develop a remedy plan.

7. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using OPUS, on a cost incurred basis upon receipt of Grantee's Request(s) for Funds ("RFF"). Grantee must submit an RFF at least quarterly.

With each RFF, Grantee must submit supporting expenditure documentation satisfactory to Agency, including, but not limited to a general ledger excerpt or equivalent accounting documents that detail Grantee's expenditures. Supporting documentation must specifically note the amount of Grant Funds provided to each subgrantee direct service provider.

Agency may require additional information or clarification as it deems necessary or appropriate in its sole discretion. Grantee's final RFF must be received within 45 calendar days following expiration or termination of this Grant.

Grantee may request, or Agency may, on its own initiative, provide, advance disbursement of Grant Funds. Such a request must minimize the time between the disbursement of Grant Funds and the expenditure of Grant Funds. Requests for advance disbursements must be limited to the minimum amount needed for

OHCS GRANT #PO-91400-00055968 (OHCS #9234) – Oregon Rehousing Initiative (ORI)

Grantee's actual, immediate cash requirements to fulfill this Grant. Grantee's financial management systems must provide for fund control and accountability.

Approval of Grantee's request for advance disbursement will be at Agency's sole discretion. If Agency provides an advance disbursement of Grant Funds, Grantee must submit supporting expenditure documentation for the advanced Grant Funds. Before a request for an advance disbursement will be considered by Agency, Grantee must be current in its submittal of supporting expenditure documentation.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this exhibit prior to performing under this Grant. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee maintains broader coverage and/or higher limits than the minimums shown in this exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees and contractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subgrantees and contractors complies with these requirements.

As applicable, Grantee shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Grantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Grantee shall provide Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily

injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Grantee shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant by the Grantee and Grantee's subgrantees, contractors, agents, officers, or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Grantee shall provide Network Security and Privacy Liability Insurance for the duration of this Grant and for the period of time in which Grantee (or its business associates, subgrantees, or contractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

Grantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee. Coverage limits not less than \$100,000.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

Grantee shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured must include the Grantee, and the Grantee's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee's activities to be performed under this Grant. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Grant, or
- (ii) Agency or Grantee termination of this Grant, or
- (iii) The expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any activities required under this Grant. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Grantee or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Grant and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C ONLINE SYSTEMS

1. **Sites.** Grantee and its subgrantees must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Housing Stabilization Module (HSM) Allita, Homeless Management Information System (HMIS), or other Agency-approved systems (the “Sites”) at the time of client intake for this program. Exceptions are only allowed with prior written approval by Agency.
2. **Sites’ Terms and Conditions.** As a condition of use of the Sites, Grantee and its subgrantees (“User”) agrees to all Agency terms and conditions contained in this Grant, notices on the Sites, or as otherwise directed by Agency. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, at its discretion, to update or revise the Sites’ terms of use. Continued use of the Sites constitutes acceptance of the Sites’ terms and conditions.
3. **Local Data Collection.** Use of the Sites for additional reported “local” program data is at the Grantee’s 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.
4. **Data Rights.** Grantee hereby grants and will require and cause any subgrantee to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Grant. Grantee also shall use and shall require and cause its subgrantees to use client release forms and privacy policy forms (samples provided by Agency) in connection with obtaining and transmitting client data.
5. **Disclaimer of Warranties.** Grantee understands and agrees, and shall require its subgrantees 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 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 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 subgrantees.
6. **Limitation of Liability.** Grantee agrees that under no circumstances will Agency be liable for any 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.