

TUESDAY WORK SESSION AGENDA
May 30, 2023
Courthouse Conference Room

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS (503-623-8173)
AT LEAST 24 HOURS IN ADVANCE IF YOU NEED SPECIAL ACCOMMODATIONS TO ATTEND OR TO PARTICIPATE IN THE
MEETING VIRTUALLY.

**Approximate
Time**

AGENDA

- | | |
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| 9:00 a.m. | 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE |
| | 2. COMMENTS (for items not on this agenda) |
| | 3. APPROVE MINUTES OF May 23, 2023 |
| | 4. NOTICE OF GRANT AWARD FROM MWVHA – Brent DeMoe |
| | 5. NON-LISTED ITEMS (Pursuant to ORS 192.640) |

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. The meetings are held in the Board of Commissioners' conference room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m., and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board of Commissioners may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on Every Monday in the Commissioners Conference Room at 850 main Street, Oregon.

The Grand Ronde Sanitary District Board is meeting on May 31, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

POLK COUNTY BOARD OF COMMISSIONERS
TUESDAY MEETING MINUTES
May 23, 2023

1. At 9:00 a.m., Commissioner Gordon declared the Tuesday meeting of the Polk County Board of Commissioners in session and led the Board and attending audience in the Pledge of Allegiance. Commissioner Pope and Commissioner Mordhorst were present.

2. COMMENTS (for items not on this agenda):

None.

3. MINUTES: **COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE
SECONDED TO APPROVE THE MINUTES OF May 16, 2023**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

4. STAR RECOGNITION AWARD:

The Board and staff would like to give Special Thanks and Recognition to Flavio Tamayo who was nominated for the STAR Recognition program for FY2022-2023 Q3. Commissioner Gordon read aloud his nomination and thanked him for all of his hard work. Mr. Tamayo was presented with a signed certificate and a gift basket. The STAR Recognition program allows for department heads to nominate an employee for recognition each quarter.

5. FALLS CITY THRIVES UPDATE:

Treasurer Martha Jirovec and Chair Gary Oldham from Falls City Thrives provide an update to the Board on the improvements to the Luckiamute Community Building from the funding that was provided to Falls City Thrives from Polk County.

6. COST OF LIVING ADJUSTMENT FOR NON-REPRESENTED EMPLOYEES FOR FY23-24:

Greg Hansen, Administrative Officer, provided a memorandum to the Board that states what the cost-of-living adjustment will be for non-represented employees for the fiscal year 2023-2024. This adjustment will take effect July 1, 2023.

**COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE
SECONDED TO APPROVE THE COST OF LIVING ADJUSTMENT**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. MID-WILLAMETTE VALLEY HOMELESSNESS ALLIANCE IGA:

Greg Hansen, Administrative Officer, presented to the Board and IGA between Polk County and the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance. Mr. Hansen shared the background information on this IGA and is recommending that the Board direct staff to sign this contract.

**COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST
SECONDED TO APPROVE CONTRACT TO BE SIGNED BY STAFF**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

8. NON-LISTED ITEMS - (Pursuant to ORS 192.640, the Board of Commissioners considered the below identified non-listed items.)

None.

Commissioner Gordon adjourned the meeting at 9:26 a.m.

Minutes: Kayla Welsler
Approved: May 30, 2023



POLK COUNTY FAMILY & COMMUNITY OUTREACH

182 SW Academy Street, Suite 220 Dallas, OR 97338 ● 503-623-9664 ● www.co.polk.or.us

TO: Polk County Board of Commissioners

FROM: Polk County Family & Community Outreach Department

DATE: May 24, 2023

SUBJECT: Notice of Grant Award from Mid-Willamette Valley Homeless Alliance

The Polk County Family & Community Outreach Department was recently awarded \$481,250 through the Mid-Willamette Valley Homeless Alliance to be spent between April 1, 2023 and January 10, 2024.

These funds will be used to support the work of the newly implemented FCO homelessness prevention program by focusing on the following:

- **\$300,000 Staffing Costs:** This funding will be used for existing positions within the department including the Resource Connector team.
- **\$25,000 Rental Application Fees:** The Resource Center team will be able to access up to \$500 per household to support application fees for rental units for clients engaged in the Rapid Rehousing program. On average households are required to spend \$100 per adult on each application for a rental unit, and there are not currently funds to assist with this.
- **\$25,000 Landlord Incentives:** These funds will be used to support building partnerships with local landlords and property management companies. Funds can be used on activities such as lunch and learn events and covering the expenses associated with repairs to a unit necessary for inspection.
- **\$87,500: Household Furnishings:** Because this program is specific to households that are exiting unsheltered homelessness, these funds can be used to purchase household necessities such as beds, bedding, dishes, and other basic supplies.

Attached is a copy of the full contract for your consideration. If you have questions about the contract, program or would like us to present more about this project, please contact Brent DeMoe or Stephanie Gilbert.

**Governor’s Emergency Declaration
Executive Order 23-02
CONTRACT**

**ORS 190 Entity, Mid-Willamette Valley Homeless Alliance (“ORS 190 ENTITY”),
And
Polk County Family & Community Outreach (“SUBGRANTEE”)**

This contract is made and entered into by and among the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance, an intergovernmental organization, hereinafter referred to as “ORS 190 ENTITY”, and (Organization Name), hereinafter referred to as “SUBGRANTEE”, with funding provided through Oregon Housing and Community Services, hereinafter referred to as “OHCS”.

Grant Agreement

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

1. Incorporation of Contract Documents

This Contract consists of the following exhibits:

- Exhibit A (Scope of Work)
- Exhibit B (Budget)
- Exhibit C (Insurance Requirements)
- Exhibit D (Online Systems, HMIS)
- Exhibit E (Invoice Form)
- Exhibit F (Program Requirements)
- Exhibit G (Allowable Program Components)
- Exhibit H (Grant Agreement between ORS 190 ENTITY and OHCS)

2. Term

Unless terminated or extended, this Contract shall be in effect from date of signature **through January 10, 2024**. The expenditure period for Grant Funds under this Contract is April 1, 2023 through January 10, 2024, unless extended by OHCS.

The expiration of the term of this Contract, including if this Contract is terminated prior to the end of the above-described term, shall not terminate remedies available to the ORS 190 ENTITY or to SUBGRANTEE hereunder.

3. Work to be Performed

SUBGRANTEE shall perform all work described in the attached Scope of Work (Exhibit A) and Budget (Exhibit B), in accordance with the terms and conditions of this Contract and other applicable law, whether or not described in this Contract. SUBGRANTEE shall perform its obligations efficiently, effectively, and within applicable grant timelines, all to the satisfaction of the ORS 190 ENTITY. SUBGRANTEE will not deny service to any eligible resident within the Marion-Polk region on the grounds of inability to pay.

4. Culturally Diverse and Appropriate Services

The ORS 190 ENTITY and SUBGRANTEE commit to an intentional, data-driven approach to reduce disparities in housing and social service provisions. SUBGRANTEE will demonstrate, through its actions, an understanding and appreciation for diversity and difference in its clients and consumers. This will be demonstrated through the provision of equal access to services for all individuals. SUBGRANTEE will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients, and will respect the client's right to privacy in such areas as religious faith, political beliefs, and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level. All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. The ORS 190 ENTITY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

5. Client Confidentiality

SUBGRANTEE shall protect and will require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Contract. Neither SUBGRANTEE nor its subcontractors or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Contract, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. SUBGRANTEE, its subcontractors, and its vendors must appropriately secure all records and files to prevent access by unauthorized persons. SUBGRANTEE shall ensure and must require and cause its subcontractors and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

6. Reporting

SUBGRANTEE agrees to prepare and furnish all financial reports and program data reports required by the ORS 190 ENTITY, in a format prescribed by the ORS 190 ENTITY. All required reports must be submitted by email to the Grant Manager within thirty (30) days of the end of the reporting period. If SUBGRANTEE fails to provide reports within the required period, payment may be withheld.

At the discretion of OHCS, other reports may be required when deemed necessary to provide program utilization and performance information. SUBGRANTEE reporting to the ORS 190 ENTITY must occur timely, so that the ORS 190 ENTITY can meet the required deadline for reports to OHCS. Assistance with HMIS data entry and reporting may be found on the OHCS website at: <https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>

SUBGRANTEE's reporting shall comply with the online systems requirements established in the OHCS grant Contract with the ORS 910 ENTITY (Exhibit H), as summarized in Exhibit D to this Contract.

7. Amendments

This Contract may be amended only by a written instrument executed by the parties or by their successors. Any changes to the Scope of Work (Exhibit A) or Budget (Exhibit B) by SUBGRANTEE shall require the prior written approval of the ORS 190 ENTITY. Requests for and justification of any change must be submitted in writing to the Grant Manager:

Name Jan Calvin
Address 100 High St. SE, Suite 200
City, OR Zip Salem, OR 97301
Phone 503-551-4352
Email calvin.jan@yahoo.com

The change must be approved in writing by the Grant Manager **prior to commencement** of the requested change.

8. Collaboration Responsibilities

SUBGRANTEE shall participate in the Continuum of Care (CoC) Collaborative Committee meetings and other meetings related to the Governor’s Emergency Declaration, upon request of the Grant Manager. SUBGRANTEE shall participate in the CoC’s Coordinated Entry System, including, but not limited to coordinating with the Coordinated Entry Assessment Team to engage clients, and preparing timely updates to client data in the Homeless Management Information (HMIS) system, or a comparable system for Domestic Violence (DV) providers.

If providing Rapid Re-Housing, as described in Exhibit H (Category 6 to Ex. A), SUBGRANTEE shall use Coordinated Entry assessment tools, as directed by the ORS 190 ENTITY; use the Coordinated Entry process and the prioritized list to draw clients and make all housing placements and fill project vacancies from the CoC’s Coordinated Entry System; participate in case conferencing; and prepare timely updates to client data in the Homeless Management Information System (HMIS), or comparable data system for DV providers.

All activities conducted under this Contract must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Contract may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, SUBGRANTEE must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

9. Consideration; Spending Expectations

- a. The ORS 190 ENTITY has agreed to make a conditional award of funds to SUBGRANTEE in the not-to-exceed amount **\$481,250** (the “Grant”). This Grant award provides that up to ten percent (10%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.
- b. Upon expiration or termination of this Contract, SUBGRANTEE shall return any unexpended Grant funds to the ORS 190 ENTITY within ten (10) days.

- c. Any desired use of funds by SUBGRANTEE that differs from the Scope of Work and Budget must first be approved in writing, by the Grant Manager. 100% of the Grant must be used to provide services as described in the Scope of Work (Exhibit A) and Budget (Exhibit B).
- d. Funds specified in this Contract may include funds that have not yet been appropriated but which the ORS 190 ENTITY anticipates receiving for use in funding this Contract and their identification herein is not a guarantee that the ORS 190 ENTITY will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Contract, including, without limitation, that such funds are lawfully and fully appropriated, allocated, and available to OHCS with authorizing limitation. SUBGRANTEE's obligation to perform the work as stated in Exhibit A, Scope of Work is conditioned upon the ORS 190 ENTITY receiving corresponding Grant funds available for reimbursement of such appropriate work costs.
- e. SUBGRANTEE shall submit a request for reimbursement to the ORS 190 ENTITY on a form approved by the ORS 190 ENTITY (Exhibit E, Invoice Form). Expenditures and Requests for Funds shall be supported by SUBGRANTEE with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Contract in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The ORS 190 ENTITY may require such other information or clarification as it deems necessary or appropriate in its sole discretion.
- f. SUBGRANTEE may request one advance payment to the ORS 190 ENTITY not to exceed 25% of the Grant award, and a second advance payment of an additional 10% of the Grant award upon demonstrating the initial advance will be fully expended within thirty (30) days. SUBGRANTEE will submit a request for payment advance on a form approved by the ORS 190 ENTITY (Exhibit E). SUBGRANTEE will provide the Grant Manager's written authorization and detailed documentation of how the advance payment will be expended. Advance grant fund payments are at the ORS 190 ENTITY's sole discretion and will be made only as close as is administratively feasible to the actual use by the SUBGRANTEE for applicable direct or indirect work costs and only up to the proportionate share of such allowable costs as is permitted under this Contract, including applicable program requirements. SUBGRANTEE shall return to the ORS 190 ENTITY remaining advance funds that have not been spent within ninety (90) days of receipt unless another use of such funds is authorized in writing by the Grant Manager. This remedy is in addition to any other remedies available to the ORS 190 ENTITY under this Contract or otherwise.
- g. Requests for advances and reimbursements, and questions related to fiscal matters and HMIS reporting, shall be directed to the Grant Manager.

10. Nonexclusive Remedies Related to Funding.

a. Redistribution or Retention of Funds

The ORS 190 ENTITY may withhold any and all undisbursed Grant Funds from SUBGRANTEE if the ORS 190 ENTITY, in its sole discretion, determines that SUBGRANTEE has failed to timely satisfy any material obligation arising under this Contract or otherwise.

SUBGRANTEE's material obligations include, but are not limited to, providing complete,

accurate and timely reports satisfactory to ORS 190 ENTITY about SUBGRANTEE's performance under this Contract as well as timely satisfying all SUBGRANTEE's obligations relating to any Grant Funds.

If Grant funds are not obligated for reimbursement by SUBGRANTEE in a timely manner as determined by the ORS 190 ENTITY at its sole discretion, the ORS 190 ENTITY may reduce SUBGRANTEE funding as it determines to be appropriate in its sole discretion and redistribute such funds to other providers. This remedy is in addition to any other remedies available to the ORS 190 ENTITY under this Contract or otherwise.

b. Reservation of Right to Recapture

The ORS 190 ENTITY reserves the right to recapture funds from SUBGRANTEE based on misrepresentation, underperformance, non-compliance, fraud, expiration, or termination of this Contract.

11. Termination

- a. The ORS 190 ENTITY may terminate this Contract in whole or in part upon written notice to SUBGRANTEE for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of authority to perform any of its obligations hereunder by SUBGRANTEE, as determined by the ORS 190 ENTITY in its sole discretion.
- b. The ORS 190 ENTITY may, upon thirty (30) days written notice, , or immediately in the event of the events described in items 4-9 below, terminate this Contract in whole or in part for cause including, but not limited to events described above in subsection 11.a. Cause may include any event, including an event of default, as determined by the ORS 190 ENTITY in its sole discretion, that renders inappropriate the continuation of this Contract or any part hereof. Among other things, SUBGRANTEE shall be deemed to be in default if, by act or omission, and as determined by the ORS 190 ENTITY at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the ORS 190 ENTITY under this Contract. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - 1) SUBGRANTEE fails to fulfill timely any of its obligations under this Contract;
 - 2) SUBGRANTEE fails to timely comply with directives received from the ORS 190 ENTITY or OHCS;
 - 3) Funds provided under this Contract are used improperly or illegally by SUBGRANTEE;
 - 4) Funding for the state grant program is denied, suspended, reduced, or eliminated;
 - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the ORS 190 ENTITY is prohibited from paying for or lacks authority to pay for any work performance under this Contract or to pay for any such performance from the planned funding source(s);

- 6) Funding, appropriations, limitations, or expenditure authorization to expend Grant funds is denied, suspended, reduced, or eliminated;
 - 7) Any certification, license, or certificate required by law to be held by SUBGRANTEE to perform the work required by this Contract is for any reason denied, revoked, suspended, limited, or not renewed;
 - 8) SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - 9) SUBGRANTEE, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in agreements or contracts with any federal or state department, including OHCS.
- c. SUBGRANTEE may, upon thirty (30) days written notice, terminate this Contract in whole or in part, if:
- 1) The ORS 190 ENTITY unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
 - 2) The ORS 190 ENTITY provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within thirty (30) days of being informed that it is contrary to any such law;
- d. Any party may terminate this Contract in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a competent court (in a final determination), in such a way that one or more parties no longer have the authority to meet their obligations under this Contract in whole or such part.
- e. Upon issuance of any notice to terminate this Contract and prior to the effective date of the termination, the ORS 190 ENTITY may, in its sole and absolute discretion, require that SUBGRANTEE obtain prior approval for any additional expenditures that would obligate the ORS 190 ENTITY to reimburse it from Grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither the ORS 190 ENTITY nor SUBGRANTEE shall be relieved of their liability to the other party for damages sustained by virtue of its breach of this Contract. The ORS 190 ENTITY may withhold any reimbursement to SUBGRANTEE in the amount of compensation for damages due the ORS 190 ENTITY from SUBGRANTEE, as estimated by the ORS 190 ENTITY in its sole discretion,

until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

- g.** In the event of termination of this Contract by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by SUBGRANTEE under this Contract shall be delivered to the Grant Manager within sixty (60) days of the date of termination or upon such date as requested by the ORS 190 ENTITY.
- h.** Termination of this Contract shall not impair or invalidate any remedy available to the ORS 190 ENTITY or to SUBGRANTEE hereunder, at law, or otherwise.

12. Conflict of Interest

SUBGRANTEE shall establish a conflict of interest policy which outlines the process for disclosing in writing any actual or potential conflict of interest, as defined in ORS Chapter 244. Any perceived or actual conflict of interest shall be reported to the Grant Manager in a timely manner.

13. Grievance Policy

SUBGRANTEE shall establish a grievance policy and provide written notice of such policy to clients.

14. Governing Law; Venue; Consent to Jurisdiction

This Contract shall be 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") involving the ORS 190 ENTITY that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. SUBGRANTEE expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, the ORS 190 ENTITY and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit 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, from any claim or from the jurisdiction of any court.

15. Compliance

SUBGRANTEE shall comply with Program Requirements (see Exhibit F), whether or not such Program Requirements exist at the time this Contract is executed, or arise subsequent to the execution of this Contract. Performance by all parties of their respective obligations hereunder must be made efficiently, effectively, and within applicable program timelines.

Program Requirements expressly include, among other things, all applicable federal, state, and local laws, regulations, rules, orders, and ordinances. In the absence of further clarification from applicable statutes, regulations, rules, ordinances, or orders, including directives from OHCS, SUBGRANTEE will fulfill the terms and conditions of this Contract in accordance with federal and state laws, regulations, guidance, and executive orders, as applicable.

16. No Third-Party Beneficiaries

Except as provided in this Section 16, the ORS 190 ENTITY and SUBGRANTEE are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons. Notwithstanding the foregoing, OHCS may enforce the requirements of its grant agreement with the ORS 190 ENTITY against SUBGRANTEE.

17. Notices

Except as otherwise expressly provided in this Contract, any communications among the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to SUBGRANTEE or the ORS 190 ENTITY at the address or number set forth in this Contract, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the ORS 190 ENTITY, facsimile transmission must be confirmed by telephone notice to the Grant Manager for the ORS 190 ENTITY. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

18. Monitoring

- a. The ORS 190 ENTITY shall monitor the activities of SUBGRANTEE and its vendors as it deems necessary or appropriate, among other things, to ensure SUBGRANTEE complies with the terms of this Contract and that Grant fund awards are used properly for authorized purposes hereunder. The ORS 190 ENTITY also shall review the activities and records of SUBGRANTEE to ensure that performance goals are achieved as specified in this Contract, including without limitation program requirements described in the SUBGRANTEE's Scope of Work (Exhibit A) and that performance is to the satisfaction of the ORS 190 ENTITY. Monitoring activities may include any action deemed necessary or appropriate by the ORS 190 ENTITY including, but not limited to the following: (1) the review, including copying, from time to time of any and all SUBGRANTEE records and other information of every type arising from or related to performance under this Contract; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of SUBGRANTEE financial and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance, and enforcing compliance of SUBGRANTEE, and its officers, employees, agents, contractors, and other staff. ORS 190 ENTITY monitoring and enforcement activities may be conducted in person, by telephone, and by other means deemed appropriate by the ORS 190 ENTITY. SUBGRANTEE consents to such monitoring and enforcement by the ORS 190 ENTITY and agrees to cooperate fully with same. OHCS may also monitor, as described above, any contractor as the department deems necessary.

The ORS 190 ENTITY reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to, the Oregon

Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

- b. SUBGRANTEE shall fully and timely cooperate with the ORS 190 ENTITY in the performance of any and all monitoring and enforcement activities. Failure by SUBGRANTEE to comply with this requirement is sufficient cause for the ORS 190 ENTITY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by the ORS 190 ENTITY as a material failure by the SUBGRANTEE to perform its obligations under this Contract.
- c. The ORS 190 ENTITY will generally advise SUBGRANTEE as to its observations and findings generated by any on-site visit, usually through an exit interview. Within sixty (60) days after an on-site inspection, the ORS 190 ENTITY will endeavor to provide SUBGRANTEE with a written report as to its findings from that inspection. The ORS 190 ENTITY may advise the SUBGRANTEE of any corrective action that it deems appropriate, based upon its monitoring activities or otherwise. SUBGRANTEE shall timely satisfy such corrective actions required by the ORS 190 ENTITY.
- d. The ORS 190 ENTITY may review (including copying) from time to time any and all SUBGRANTEE files, records, and other information of every type arising from or related to performance under this Contract. Within sixty (60) days after a review, the ORS 190 ENTITY will endeavor to communicate in writing to SUBGRANTEE. The ORS 190 ENTITY may advise SUBGRANTEE of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. SUBGRANTEE shall timely satisfy such corrective actions as reasonably required by the ORS 190 ENTITY.
- e. The ORS 190 ENTITY may track and follow up with SUBGRANTEE regarding the correction by SUBGRANTEE of findings made or other corrective actions required in the ORS 190 ENTITY's monitoring of SUBGRANTEE's performance under this Contract. The tracking record developed by the ORS 190 ENTITY may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. SUBGRANTEE shall resolve findings and other required corrective actions within the timeframes reasonably given by the ORS 190 ENTITY by written report or otherwise.

19. Remedies

- a. If the ORS 190 ENTITY determines, in its sole discretion, that SUBGRANTEE has failed to comply timely with any material obligation under this Contract, including but not limited to any ORS 190 ENTITY directive or term of a corrective action plan, the ORS 190 ENTITY may exercise any remedy available to it under this Contract, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Contract; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Contract; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Contract and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance, or otherwise; (h) debarring or otherwise limiting SUBGRANTEE's eligibility for other funding from the

ORS 190 ENTITY; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of the ORS 190 ENTITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Contract, by law, or otherwise. Except as expressly stated herein, this Section also does not limit SUBGRANTEE's remedies provided under this Contract, by law, or otherwise, but SUBGRANTEE acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Contract.
- c. No failure or delay by the ORS 190 ENTITY to enforce any provision of this Contract shall constitute a waiver by the ORS 190 ENTITY of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- d. Remedies provided under this Contract or otherwise shall survive termination of this Contract.

20. Unallowable Costs

SUBGRANTEE shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant program covered by this Contract. If SUBGRANTEE makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Contract, the ORS 190 ENTITY may exercise any and all remedies under this Contract, at law, or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

21. Disallowance of Costs

The ORS 190 ENTITY neither is responsible for, nor shall it pay for, any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the ORS 190 ENTITY, except for costs incurred by SUBGRANTEE solely due to the willful misconduct or gross negligence of the ORS 190 ENTITY, its employees, officers, or agents. If a cost is disallowed by the ORS 190 ENTITY after reimbursement has occurred, SUBGRANTEE shall repay all disallowed costs to the ORS 190 ENTITY upon written notice within the time frame specified by the ORS 190 ENTITY, which in no event shall exceed thirty (30) days.

SUBGRANTEE shall cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

22. Records Maintenance

For purposes of Sections 22 and 23, all financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBGRANTEE, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records."

SUBGRANTEE shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the

conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Subject to the foregoing minimum records retention requirement, SUBGRANTEE shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166. SUBGRANTEE shall retain all records pertinent to expenditures incurred under this Contract and otherwise in a manner consistent with the requirements of state and federal law.

23. Records Access

The ORS 190 ENTITY, OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of SUBGRANTEE which are related to this Contract as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the ORS 190 ENTITY which may take possession of them at any time after three (3) business days' notice to SUBGRANTEE. SUBGRANTEE may retain copies of all records taken by the ORS 190 ENTITY under this Section.

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

24. Audits

The ORS 190 ENTITY may require and cause its subgrantees to submit to OHCS and the ORS 190 ENTITY financial and compliance audits satisfactory to OHCS and the ORS 190 ENTITY for such periods and programs covered by this Contract as OHCS and the ORS 190 ENTITY may designate. This requirement is in addition to any audit requirements set forth below.

25. Fixed Assets

SUBGRANTEE shall maintain policies and procedures for the management of property and equipment that comply with all applicable federal and state requirements. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

a. High Risk Items.

Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

b. Equipment.

The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Contract, shall rest with the SUBGRANTEE. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

c. Insurance.

SUBGRANTEE shall, at a minimum, provide the insurance coverage required by Oregon Revised Statutes for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with

funds provided under this Contract owned by SUBGRANTEE with OHCS named as an additional insured party in all such motor vehicles and or equipment.

d. Loaned Equipment / Property Disposition.

All fixed assets owned by OHCS and loaned to SUBGRANTEE under a standard Contract will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

e. Disposal Requiring Prior Approval.

When SUBGRANTEE wishes to dispose of equipment having an original cost of more than \$5,000, and which has a current per-unit, fair-market value of more than \$5,000, SUBGRANTEE shall submit a written notification to the Grant Manager. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards for equipment of the OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program Coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program Coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of the ORS 190 ENTITY.

26. Insurance and Workers Compensation

SUBGRANTEE shall provide all necessary insurance as described in Exhibit B.

SUBGRANTEE shall not perform any services related to emergency shelters until SUBGRANTEE has the appropriate Physical Abuse and Sexual Molestation coverage as outlined in the Exhibit C (Insurance Requirements) of this Contract and has provided such coverage to the ORS 190 ENTITY.

27. Subgrantee Status

SUBGRANTEE shall perform all work under this Contract as an independent contractor. SUBGRANTEE is not an officer, employee, or agent of the ORS 190 ENTITY or State, as those entities are, respectively, defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Contract.

SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agents, employees, and officers is the sole responsibility of SUBGRANTEE.

SUBGRANTEE certifies that it is not employed by or contracting with the federal government for the work covered by this Contract.

SUBGRANTEE certifies to the best of its knowledge and belief that neither the SUBGRANTEE nor any of its principals, officers, directors, or employees:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- b. Has within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 27-b above;
- d. Has within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and
- e. Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control for the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

28. Nondiscrimination

SUBGRANTEE shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. SUBGRANTEE shall not discriminate against minority-owned, women-owned or emerging small businesses. Pursuant to Article I, section 5, of the Oregon Constitution, SUBGRANTEE shall not use grant funds to engage in explicitly religious activities, such as proselytizing or worship. SUBGRANTEE may engage in explicitly religious activities; however, these activities must be separate in time or location from the grant-funded program. SUBGRANTEE must not compel clients to participate in explicitly religious activities. SUBGRANTEE shall include a provision in any subcontract requiring subcontractors to comply with the requirements of this clause. No reimbursement may be requested for time spent on religious activities.

29. Captions

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

30. Severability

If any term or provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

31. Execution and Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

32. Grant Funds

Grant funds are used in conjunction with this Contract. SUBGRANTEE assumes sole liability for breach of the conditions of the grant, including all terms and conditions of this Contract, by SUBGRANTEE, agents, or assigns and shall, upon breach of grant conditions that require the ORS 190 ENTITY to return funds to

the grantor, whether such breach is by SUBGRANTEE, agents, or assigns, hold harmless and indemnify the ORS 190 ENTITY for an amount equal to the grant funds received under this Contract together with any additional damages resulting to OHCS; or if there are legal limitations on the indemnification ability of the SUBGRANTEE, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Contract.

33. Indemnity

Subject to applicable law, SUBGRANTEE shall defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, the ORS 190 ENTITY, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of SUBGRANTEE or its officers, employees, subrecipients, subcontractors, or agents under this Contract.

The parties agree that Section 13.4 of Exhibit H is hereby incorporated into this Contract.

34. Oregon False Claims Act

SUBGRANTEE acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by SUBGRANTEE pertaining to this Contract that constitutes a "claim," as defined by ORS 180.750(1). By its execution of this Contract, SUBGRANTEE certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other liabilities that may be applicable, SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against SUBGRANTEE.

Without limiting the generality of the foregoing, SUBGRANTEE represents and warrants that:

- a. SUBGRANTEE's representations, certifications, and other undertakings in this Contract are not False Claims Act Violations; and
- b. None of SUBGRANTEE's performance under this Contract, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Contract, will constitute False Claims Act Violations.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

SUBGRANTEE shall immediately report in writing, to the ORS 190 ENTITY, any credible evidence that a principal, employee, agent, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Contract or any moneys paid under this Contract.

SUBGRANTEE understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or the ORS 190 ENTITY under any other provision of law, or this Contract.

35. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the ORS 190 ENTITY or SUBGRANTEE with respect to this Contract, or any right or claim related thereto, including but not limited to the collection of any payment due under this Contract or to obtain performance of any kind under this Contract, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the ORS 190 ENTITY by its attorneys.

36. Time is of the Essence

Time is of the essence in the performance of all under this Contract.

37. Merger Clause

This Contract and attached exhibits 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 Contract. No waiver, consent, modification, or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary ORS 190 ENTITY approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the ORS 190 ENTITY to enforce any provision of this Contract shall not constitute a waiver by the ORS 190 ENTITY of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

The undersigned certifies under penalty of perjury both individually and on behalf of SUBGRANTEE that:

- a. The undersigned is a duly authorized representative of SUBGRANTEE, has been authorized by SUBGRANTEE to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of SUBGRANTEE;
- b. By signature on this Contract for SUBGRANTEE, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of SUBGRANTEE and that SUBGRANTEE is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- c. SUBGRANTEE and SUBGRANTEE's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- d. SUBGRANTEE is bound by and will comply, and require its subcontractors to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this CONTRACT; and
- e. SUBGRANTEE further certifies to having a formal statement of nondiscrimination in employment policy. To the best of the undersigned's knowledge, SUBGRANTEE has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:  _____ Date: 5/17/2023

Print Name: Jeremy Gordon Title: President

Address: 100 High Street SE, Suite 200, Salem, OR 97301

Phone: (503) 588-6177 Email: gordon.jeremy@co.polk.or.us

SUBGRANTEE:

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Designation of SUBGRANTEE's Grant Manager:

Name: _____ Title: _____

Phone: _____ Email: _____

EXHIBIT A SCOPE OF WORK

In addition to the scope of work described below, SUBGRANTEE agrees that the scope of work required under this Contract is subject to the provisions governing Grant Activities (Exhibit A) in Exhibit H.

SUBGRANTEE agrees that the scope of work required under this Contract includes:

Working with Mid-Willamette Valley Community Action Agency to rapidly rehouse 50 households experiencing unsheltered homelessness.

MWVCAA's ARCHES Project will be the Polk RRH operator in partnership with Polk County Family & Community Outreach (PFCO), providing project management along with the delivery of RRH services. The operational plan is designed to prioritize and serve unsheltered households in Polk County, as defined as a region outside of the city limits of West Salem. Enrolled households will have the opportunity to reside in one of Church at the Park's micro-shelters while they await unit move-in. Once in a lease, MWVCAA will provide monthly rental and utility assistance until the Executive Order funding has concluded. If the program is extended, households will have the opportunity to receive RRH services for two years with an annual renewal to re-verify eligibility.

Households will be identified utilizing the regional Coordinated Entry System, which identified 93 unsheltered households in 2022, 60% of which were in a place not meant for human habitation. MWVCAA will request Coordinated Entry referrals for RRH households in accordance with the Mid-Willamette Valley Homeless Alliance – Coordinated Entry Policy & Procedures, as well as the outlined RRH Standards.

Once selected from Coordinated Entry, PFCO will locate and engage households utilizing their outreach team and begin prestabilization services (e.g., barrier removal and housing-focused case management), as well as facilitate the housing search.

All units funded through this proposal will pass a Housing Quality Standards inspection prior to client move-in, a process conducted by certified inspectors at MWVCAA. Rent reasonableness will also be pre-determined prior to leasing.

Throughout the duration of tenancy, MWVCAA will then conduct intensive case management aimed at long-term housing stability. These case management services include goal setting, barrier removal, budget management, vocational rehabilitation, housing voucher navigation, employment services, benefit maintenance/attainment, tenant education and advocacy, connection to physical and mental health services, and substance use treatment. The frequency at which these services are accessed will be client-led, however, they will be available to clients throughout the duration of their program involvement. Clients will likely access case management services bi-monthly, paired with weekly case manager phone or email check-ins, as this is the current average within MWVCAA's existing RRH programming.

MWVCAA and PFCO are committed to providing dedicated staff for this proposal, staffing a collaborative team of Case Managers, Housing Navigators, and Street Outreach personnel. All of the staff will work

together to rapidly stabilize a household. This team will perform routine check-ins, route clients to community partners, and perform housing-focused case management services.

MWVCAA has outlined key principles for the proposed Polk RRH project that align with OHCS and HUD standards, many of which have been successfully implemented in previous MWVCAA-sponsored RRH programs. These include:

- Fair Housing and Housing First: All persons are to be admitted regardless of age, nation of origin, biological or identified sex/gender, partner status, pets, personal possessions, or sobriety level.
- Accessibility: RRH and housing opportunities are accessible by all communities of color, Veterans, mobility/disability levels, DV victims, and families.
- Trauma-informed care: Provision of client-centered services; one that is focused on the client experience and acknowledges their past trauma. This level of service is accomplished through extensive training sessions.
- Client choice: The provision of services led by the resident, whereby each individual self-selects into the supportive services that are right for them. This includes case management and goal setting.
- Staff participation in daily operations, such as: data collection, case management resource navigation, barrier removal, rental/utility bill payment, tenant and landlord check-ins, as well as housing quality inspection.
- Racial equity: To ensure equitable access to our program, referred families will be identified via the regional Coordinated Entry system. MWVCAA ensures equitability in this system by working with the local CoC on generating multiple points of access.

When documenting program efficiency and success, MWVCAA will utilize the regional Homeless Management Information System (HMIS) to track individual service transactions (e.g., monthly rental and utility assistance, case management, resource referral), as well as collect standardized program elements that apply to HUDs System Performance Measures.

MWVCAA's program will benefit the regional CoC's System Performance Measure ranking by:

- 1) reducing length of time homeless,
- 2) increasing employment and income growth,
- 3) successful placement into housing, and
- 4) preventing returns to homelessness.

Mid-Willamette Valley Community Action Agency and Polk County Family and Community Outreach will prioritize households who are currently unsheltered residing west of Hwy 51 in rural Polk County. This service area includes the incorporated towns of Independence, Monmouth, Dallas, Falls City, and Willamina; and the unincorporated communities of Perrydale, Fort Hill, Grande Ronde, Peedee, Airlie, Buena Vista, and other isolated rural areas.

PFCO operates resource centers in Dallas and Monmouth that provide a natural touch point for engaging unsheltered individuals. MWVCAA and PFCO have partnered together in this unique colocation resource center model for nearly 8 years and will continue to engage clients and provide services such as emergency rent and utility assistance, food pantry services, deposit assistance, support with securing necessary documentation such as a birth certificate or ID, basic home supplies such as a bed, rental application fees, hygiene supplies, financial literacy, and parent education.

MWVCAA is committed to providing culturally responsive services and building programs focused on diversity, equity, and inclusion. For this proposal, dedicated bilingual staff will be hired to best meet the needs of this rural community. Partnerships are also maintained with service providers from the BIPOC community to ensure cultural responsiveness and collaboration aimed towards ensuring individualized approaches to long-term housing and sustainability.

IMPLEMENTATION & TIMELINE

First 30-Days:

- Adapt AHOP RRH program manual to meet the needs of this proposal. This includes updating the Policy and Procedures and associated file paperwork.
- Recruit and hire a diversely qualified staff of individuals, including persons with lived experience of homelessness, BIPOC individuals, members of the LGBTQIA+ community, and people who are bi- or multi-lingual.
- Train staff in CPR/AED/First Aid, trauma-informed care, crisis de-escalation, Mental Health First Aid, orientation of services provided in Polk County to assist households with barrier removal, housing navigation, and placement into permanent housing.
- Prepare project for HMIS involvement including creation of Entry/Exit, training staff on data collection and entry, and coordinate with MWVHA on reporting measures.
- Align with regional Coordination Entry system by establishing program prioritization and developing a client referral system.
- Identify unsheltered households in rural Polk County for enrollment from the regional Coordinated Entry list.
- Initiate HMIS intake and data collection. Client HMIS profile updated with program Entry/Exit and beginning to include individual service transactions.
- Prioritize households for placement into Church at the Park shelter and connect households with a Community Liaison from Polk County Family and Community Outreach.
- Jointly convene monthly stakeholder meetings to perform case conferencing, sharing relevant information about common clients to expedite services and reduce duplication.
- Work with households on barrier removal, including obtaining state identification, birth certificates, and working with law enforcement and community corrections to clear warrants.

- Assist households with identifying their choice of housing location and provide assistance with applications and fees.

60-Days:

- Unit inspections, lease signing and move in.
- Provision of on-going case management aimed at navigating physical, mental and substance use disorder treatment, benefit attainment, addiction recovery, vocational rehabilitation, and employment assistance.
- Education navigation and enrollment for dependent children and head(s) of household.
- Resource navigation and connection to community services contingent on client choice.

90-Days:

- Ongoing HMIS data entry and analysis of data quality.
- Provision of on-going case management aimed at navigating physical, mental and substance use disorder treatment, benefit attainment, addiction recovery, vocational rehabilitation, and employment assistance.
- Host first quarterly landlord lunch and learn event.
- First quarter data reports submitted to Mid-Willamette Valley Homeless Alliance

Ongoing Services

Households enrolled in the Rapid-Rehousing Program will receive an initial 12 months of rental assistance from the time their lease is signed. Depending on their needs, households may have the option to extend rental assistance for an additional 12 months for a total of 24 months of rental assistance. In order to meet the 12-month commitment, MWVCAA has alternative rental assistance funding that can be applied if the Executive Order funding is not renewed. This guarantees MWVCAA's ability to sustain households past January 2024.

Case Managers will set bi-monthly meetings with households to review goals and progress, but households can meet with their case manager more frequently if desired. Weekly phone or email check-ins will also be conducted. Case management activities include mental and physical health care, mainstream benefit attainment and maintenance, substance use treatment, on-going addiction recovery support, education, and employment attainment.

Additionally, households will be connected to service providers and support networks in their community of permanent residence to ensure on-going self-sufficiency.

Coordination

Partnerships with Northwest Human Services will be utilized to coordinate care and treatment at their Total Health Community Clinic in Monmouth. PFCO's Resource Center offers gambling addiction resources, suicide prevention, School Based Mental Health programs and is co-located in the same

building as Polk County Health Department and Polk County Behavioral Health. This partnership allows for a streamlined approach to housing, medical, and behavioral health resources.

Additionally, collaborations with substance use disorder providers like Ideal Option allow MWVCAA and PFCO staff to facilitate same day access to services for individuals seeking treatment.

Households enrolled in the Polk County Rapid-Rehousing Program will be placed into Church at the Park micro shelters while awaiting housing placement and lease signing. At these shelters they will have access to housing-focused case management with PFCO. This can include barrier removal assistance, housing navigation, as well as benefit attainment and maintenance.

When households move into permanent housing, they will have access to intensive case management through MWVCAA, providing them with supports aimed at long-term sustainability. Additionally, these case managers can educate households on tenant rights, as well as understanding the terms and conditions of their lease.

Parties have committed to an MOU or service agreement.

MWVCAA actively participates in the CoC's collaborative case conferencing team, lending support for Coordinated Entry based placements. Using ArcGIS our outreach teams have access to a visual display of client service activity and last known locations. This data will aid MWVCAA and PFCO staff in locating identified households and connecting them to shelter as they await placement into permanent housing.

**EXHIBIT B
BUDGET**

Budget Component	Category	Activity	MWVCAA - Polk RRH
Street Outreach	Essential Services	Housing-Focused Case Management	\$ 300,000
Rapid Rehousing	Relocation and Stabilization - Financial Assistance	Rental Application Fees	\$ 25,000
Rapid Rehousing	Furniture & Household Furnishings	Furniture & Household Furnishings	\$ 87,500
Rapid Rehousing	Landlord Incentives	Landlord Incentives	\$ 25,000
		Direct	\$ 437,500
Administration	General Management, Administration, and Coordination	Management, Administration, and Coordination	\$ 43,750
		Total	\$ 481,250

**EXHIBIT C
INSURANCE REQUIREMENTS**

In addition to the requirements below, SUBGRANTEE agrees to obtain the insurance required in Section 19.2 of Exhibit H.

SUBGRANTEE shall obtain at SUBGRANTEE's expense the insurance specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. SUBGRANTEE 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 the ORS 190 ENTITY and OHCS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. SUBGRANTEE shall pay for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including SUBGRANTEE, 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). SUBGRANTEE shall comply with these requirements. If SUBGRANTEE is a subject employer, as defined in ORS 656.023, SUBGRANTEE shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If SUBGRANTEE is an employer subject to any other state's workers' compensation law, SUBGRANTEE 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 subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering SUBGRANTEE's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 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:

Required Not required

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 Agreement by the SUBGRANTEE and SUBGRANTEE’s subcontractors, agents, officers, or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is 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 SUBGRANTEE shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

SUBGRANTEE shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which SUBGRANTEE (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to OHCS or client data, whichever is longer, with a combined single limit of no less than \$1,000,000.00 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHCS 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 OHCS data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Directors, Officers and Organization insurance covering the SUBGRANTEE’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices, and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$2,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Employee Dishonesty or Fidelity Bond covering loss of money, securities and property caused dishonest acts of a SUBGRANTEE’s employees. Coverage limits shall not be less than \$2,000,000.00.

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

Required Not required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the ORS 190 ENTITY and the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to SUBGRANTEE's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

SUBGRANTEE shall waive rights of subrogation which SUBGRANTEE or any insurer of SUBGRANTEE may acquire against the ORS 190 ENTITY, OHCS or the State of Oregon by virtue of the payment of any loss. SUBGRANTEE will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ORS 190 ENTITY has received a waiver of subrogation endorsement from the SUBGRANTEE or the SUBGRANTEE's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, SUBGRANTEE shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) SUBGRANTEE's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) the ORS 190 ENTITY or SUBGRANTEE termination of this Grant Agreement, or, (iii) the expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

SUBGRANTEE shall provide to the ORS 190 ENTITY Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the ORS 190 ENTITY and the State of Oregon, its officers, employees and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. 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. As proof of insurance the ORS 190 ENTITY has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The SUBGRANTEE or its insurer must provide at least thirty (30) days' written notice to the ORS 190 ENTITY before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

SUBGRANTEE agrees to periodic review of insurance requirements by the ORS 190 ENTITY under this agreement and to provide updated requirements as mutually agreed upon by SUBGRANTEE and the ORS 190 ENTITY.

STATE ACCEPTANCE:

All insurance providers are subject to OHCS and the ORS 190 ENTITY acceptance. If requested by the ORS 190 ENTITY or OHCS, SUBGRANTEE shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to the ORS 190 ENTITY.

**EXHIBIT D
ONLINE SYSTEMS, HMIS**

Online Systems

1. General Requirements:

1.1 SUBGRANTEE agrees to provide information to the ORS 190 ENTITY in the format necessary for the ORS 190 Entity to enter data in OPUS (a web-based application developed by the Oregon Housing and Community Services Department or "OHCS"). SUBGRANTEE further agrees to enter information into the Homeless Management Information System (HMIS), Procorem or any other OHCS-approved system designated by OHCS (collectively, the "Sites") at the time of client intake, if applicable, or at such other times required by OHCS. Exceptions are only allowed with prior written approval by OHCS.

1.2 As a condition of use of the Sites, SUBGRANTEE and its subcontractors (collectively, "User") agree to all terms and conditions contained in the OHCS grant agreement with the ORS 190 ENTITY, notices on the Sites, or other directives by OHCS regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. OHCS reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

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

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

1.5 SUBGRANTEE understands and agrees, and shall require its subcontractors to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites.

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

2. HOMELESS MANAGEMENT INFORMATION SYSTEM (“HMIS”)

The general use of the Homeless Management Information System (HMIS) is to upload client data to track program utilization within a regional system. This data is entered into HMIS to showcase program outcomes and funding spenddown. It is also used to determine new funding requests at federal and state levels. HMIS is to be used by all subgrantees of the ORS 190 ENTITY. HMIS expectations are the following:

Data Entry:

- All programs (*with the exception of Domestic Violence (DV) providers*) are expected to put data into HMIS
- Each program will have at least one (1) HMIS license.
- The person(s) with the HMIS licenses(s) will enter data within three (3) business days of enrolling a household.
- Data entry includes:
 - HMIS universal and OHCS required data elements
 - Entry/Exit into program(s)
 - All Service Transactions with an applied funding source
 - *ShelterPoint (*if applicable*)*
 - Point-in-Time (PIT) and Housing Inventory Count (HIC) data entry.

**NOTE*: Emergency, day or mass shelters, or hotel/motel vouchers are required to collect data and report outcomes using the Entry/Exit method of data collection. Regardless of the method used to track shelter use, Subgrantees must be able to determine who and how many people were served by a shelter or shelter type for any given night, based on HMIS data.*

Data Quality:

- Every HMIS user must attend trainings (new user and ongoing operations) as the trainings are available.
- All Subgrantees will receive data quality reports each quarter to assist in meaningful data analysis.
 - Each program will be expected to correct any data quality issues within one (1) week of receiving the report.
- HMIS Universal and OHCS required data elements that must be collected include, but are not limited to:
 - Name
 - Social Security Number
 - Date of Birth
 - Race
 - Ethnicity
 - Gender
 - Veteran Status
 - Disabling Condition (inclusive of type)
 - Income and Sources
 - Non-Cash Benefits
 - Health Insurance
 - Living Situation
 - Project Start Date

- Project Exit Date
- Housing Move-In Date
- Destination
- Relationship to Head of Household.

Comparable Database

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

- Comparable Databases must have the following characteristics:
 - The victim service provider controls who can access and see client information;
 - Access to the database is carefully controlled by the victim service provider;
 - Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
 - Complies with all HUD-required technical specifications and data fields listed in HMIS;
 - Be programmed to collect data with the most up-to-date HMIS Data Standards;
 - Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
 - Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
 - Data fields that can be modified and customized by the victim service provider to benefit clients.

Data quality and general use of HMIS will be used to determine funding. If data quality and/or use does not meet expectations, funding can be reduced or lost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on the OHCS website at: <https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>.

**EXHIBIT E
EO 23-02 INVOICE FORM**

Organization:	
Project Name:	Project Type: ES RRH
Contact Person:	Phone:
Email:	Date:

Check one:

- Reimbursement for expenses incurred ___/___/___(date) through ___/___/___(date)
- Request for Advance

Budget Component	Category	Activity	MWVCAA - Polk RRH	Amount Requested	Admin Use Only - Approved
Street Outreach	Essential Services	Housing-Focused Case Management	\$ 300,000		
Rapid Rehousing	Relocation and Stabilization - Financial Assistance	Rental Application Fees	\$ 25,000		
Rapid Rehousing	Furniture & Household Furnishings	Furniture & Household Furnishings	\$ 87,500		
Rapid Rehousing	Landlord Incentives	Landlord Incentives	\$ 25,000		
		Direct	\$ 437,500		
Administration	General Management, Administration, and Coordination	Management, Administration, and Coordination	\$ 43,750		
		Total	\$ 481,250		

EXHIBIT F
PROGRAM REQUIREMENTS

1. Description.

The Governor’s Emergency Order 23-02 provides state funds to expand the number of permanent shelter beds and rapidly rehouse people experiencing unsheltered homelessness. Subgrantees must maintain adequate documentation to assure these funds are used for the intended purpose.

People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.

2. Scope of Work.

- a. Subgrantee shall and shall cause and require that its Subrecipients comply and perform all work to the satisfaction of ORS 190 ENTITY, and in accordance with the terms of this Agreement. The remaining provisions of this Section 2 are supplemental to, and do not limit obligations of subgrantee or its Subrecipients arising under this Subsection 2A or otherwise under this Agreement.
- b. Subgrantee shall, and shall cause and require its Subrecipients to administer the program in a manner satisfactory to ORS 190 ENTITY and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - i. Expend no more than the amounts approved by ORS 190 ENTITY, as outlined in Exhibit B, Project Budget, in order to provide the scope of work outlined in Exhibit A.
 - ii. Conduct an applicant evaluation to determine eligibility for program services in alignment with Alliance and OHCS requirements.
 - iii. Re-evaluate program participant eligibility and need for program services for homelessness and rapid re-housing in compliance with program requirements.
 - iv. Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

3. Program Specific Reporting.

Subgrantee shall, and shall cause and require its Subrecipients to submit to the satisfaction of ORS 190 ENTITY all reports as required in this Agreement, including but not limited to:

- a. Monthly Participant Demographic Report
- b. Monthly Program Services Report
- c. Monthly Progress Narrative
- d. Additional reports as requested by ORS 190 ENTITY or OHCS.

EXHIBIT G
ALLOWABLE PROGRAM COMPONENTS

All projects must meet all applicable OHCS requirements outlined in Exhibit H. These include but are not limited to delivering services within the applicable allowable Program Components:

- **Housing-focused Street Outreach.** Street Outreach is service delivery for the specific purpose of reaching out to unsheltered people experiencing homelessness while connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. Housing-focused Street Outreach provides a critical pathway for people experiencing unsheltered homelessness to receive life-saving services and supports while moving toward shelter and permanent housing. This includes engagement into services, case management, emergency health and mental health services, transportation and services for special populations including communities of color, youth, and victims of domestic violence.
- **Emergency Shelter.** Includes case management and shelter operations, including onsite services (such as patient health services), renovations (rehab and conversion), maintenance, rent & utilities, security, fuel, equipment, insurance, food, furnishing, and supplies. Emergency Shelter activities funded through this grant must be directly related to new permanent shelter beds.
- **Rapid Rehousing.** An evidenced-based practice for quickly engaging an individual or family experiencing homelessness back into permanent housing when long term supports and services are not required to sustain the tenancy of the household. Rapid Rehousing is delivered without pre-conditions such as sobriety, income or employment, and services are tailored to meet the unique needs of each household. Eligible activities include rental assistance (arrears included), application fees, security deposits, utility deposits/payments, moving costs, case management, and credit repair. Rapid Rehousing funded through this grant must serve people experiencing unsheltered homelessness at the time of program engagement.
- **Homeless Management Information System (HMIS).** The information system designated by the Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness. Funds may be used to pay the costs of contributing data to the HMIS designated by the CoC for the area, including the costs of hardware, software, equipment, technical support, salaries for operating HMIS, training expenses, user accounts or a comparable database for victim service providers.

EXHIBIT H

**STATE OF EMERGENCY DUE TO HOMELESSNESS GRANT AGREEMENT BETWEEN ORS 190 ENTITY AND
THE STATE OF OREGON**

Grant Agreement

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Mid-Willamette Valley Homeless Alliance, an intergovernmental entity established pursuant to ORS 190.010 (“Recipient”), each individually a “Party,” and collectively the “Parties.”

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on January 10, 2024, unless extended or terminated or sooner under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

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

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed \$10,410,019.00 (the “Grant Funds”), as follows:

- 3.1 On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a Notice of Allocation (“NOA”) to Recipient,

pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$2,747,088.35 (the “Initial Payment”), which Recipient will expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”).

3.2 After July 1, 2023, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for additional Authorized Expenses up to the amount of \$7,662,930.65 (the “Additional Allotment”), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized Expenses incurred from July 1, 2023 until the end of the Performance Period (January 10, 2024). Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including, but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.2 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may, by mutual agreement, modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including, but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including, but not limited to any performance measures set forth in Exhibit A.

5. Authorized Representatives

5.1 Agency’s Authorized Representative is:

Mike Savara
725 Summer Street NE, Suite B
Salem, OR 97301
Mike.Savara@hcs.oregon.gov

5.2 Recipient’s Authorized Representative is:

Janet Carlson
100 High Street SE, Suite 200
Salem, OR 97301
jcarlson4560@gmail.com

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

6. Online Systems

- 6.1** Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.
- 6.2** As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.
- 6.3** Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.
- 6.4** Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
- 6.5** Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.
- 6.6** Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

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

8. Amendments

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

9. Nonexclusive Remedies Related to Funding

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

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

10. Independent Contractor Relationship

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

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

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

13. Contribution

13.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to

correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

14. Recipient Default

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

14.1 Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or

14.2 Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

14.3 Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Agency in its sole discretion.

15. Agency Default

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

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

- 17.1** If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.
- 17.2** Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

- 18.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 18.2** Agency may terminate this Agreement as follows:
- 18.2.1** Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.2.2** Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 18.2.3** If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or
- 18.2.4** As otherwise expressly provided in this Agreement.
- 18.3** Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.
- 18.4** Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

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

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

20. Availability of Funds

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

21. Governing Law

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

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement;

provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

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

25. Assignment

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

26. Subcontracts

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

27. Merger; Waiver

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

28. Counterparts

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

[The remainder of this page intentionally left blank.]

29. Signatures

**Oregon Housing and Community Services
Department**

**ORS 190 Entity, Mid-Willamette
Valley Homeless Alliance**

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Exhibit A

Grant Activities

1. Description.

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

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

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

2. Grant Activities.

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

obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

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

The eligibility categories are as follows:

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

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or
- Exiting an institution where the individual or family has resided for 90 days or less

AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

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

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

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

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

Category 5: Unstably Housed—Individual or family that:

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

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

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

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

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are

available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and

- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services, but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

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

- A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
 - i. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - ii. **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.
 - iii. **Rehabilitation** means action taken to return a property to a

useful state by means of repair, modification, or alteration.

- B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- C. Street outreach services, including housing navigation and placement services
- D. Sanitation services
- E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

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

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

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

3. Program Specific Reporting.

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

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

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

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- (3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and

share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

- (5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- (6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.
- (7) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

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

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

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

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

by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

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

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.		

Transferring Property Ownership

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

Exhibit B
Regional Plan

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

Local Community/Continuum of Care (CoC) OR-504 (Salem/Marion, Polk Counties Coe) 

Contents:

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

Overview

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

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

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

Phase 1: January–February

- Determine additional state funding opportunities for unsheltered homeless services
- Establish and begin managing MAC (multi-agency coordination) teams

Phase 2: February–March

- Determine regional impact and needs
- Gather community priorities
- Project this year’s progress and possibility
- Set goals and milestones
- Confirm draft regional plan

Phase 3: March–April

- Determine local capacity for approved plan

- Identify outstanding support and resource needs
- Develop local implementation plans

Phase 4: April–December

- Monitor systems improvement
- Iterate on regional plan and strategies
- Support continuous quality improvement

Phase 5: August–December

- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

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

Process

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

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

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

Data Collection

- Partners*
- Population*
- Services*

Community Analysis

- Stakeholder Engagement
- Data Review
- Impact Analysis

Community Priorities

- Unmet Needs

Goal Setting

- Priority Strategies
- Projections*
- Confirm Goals
- Milestones

Data Collection

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical

assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

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

Partners

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

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

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

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

Population

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

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

- OR-504 has included additional quantitative data related to disproportionality in the workbook:
 - CE Assessments – Homelessness
 - CE Assessments – Prevention
 - Service Participation – ES Beds
 - Service Participation – RRH
 - Service Participation – PSH
 - Service Participation – OPH
 - Service Participation – Prevention .

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts

already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

Services

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

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

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

Community Analysis

Part 1: Community Engagement and Data Review

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

Since forming in 2019, the Mid-Willamette Valley Homeless Alliance, OR-504 (Alliance) has worked with people with lived experience to identify local needs and shape regional priorities. As an example, in the fall of 2022, the Alliance formed a workgroup to create a plan to serve individuals and families experiencing unsheltered homelessness with severe service needs. A half dozen people with lived experience participated in the workgroup's four meetings, providing critical insights and expert advice. As another example, the Alliance board formed a Youth Action Board comprised of 12-20 youth and young adults with lived experience in homelessness, who, among other things, were the leading voice in creating the region's [Coordinated Community Plan \(CCP\) to End Youth Homelessness](#). The qualitative and quantitative data from the [Unsheltered Homelessness Comprehensive Plan](#) and the Youth CCP also help inform the OR-504's ALL IN Plan.

In forming the local MAC group, the Alliance board authorized its executive committee to provide leadership and engage a range of regional stakeholders to join the MAC group. The MAC group consists of organizations and providers that provide services to the wide range of people that experience unsheltered homelessness, including representation from regional county and city governments, housing authorities, health officials, county and non-profit behavioral health organizations, DV survivor services, non-profit service providers, and a variety of street level outreach organizations, as well as others who have come along in the process. Current representation on the MAC group can be found [here](#).

In addition to engaging more than two dozen MAC group members, the Alliance held focus groups and surveyed 50 local providers to help identify the top “local needs that are immediate and major barriers to our Continuum of Care’s efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.”

Decisions made throughout this intense 5-week process since the February 1 unveiling of the ALL IN initiative have ranged from the leadership of the local process (decided by the CoC) and invitations to participate in the MAC group (initially decided by the CoC Executive Committee, then opened up to all other MAC group members to identify who was missing), to the priority populations (decided by MAC group consensus, informed by HMIS data and other qualitative data) and the priority needs and strategies to meet those needs (decided by MAC group consensus, informed by focus groups, surveys, and recent planning processes), to the final approval of the workbook and planning template submitted to the State (decided by MAC group consensus).

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

The Alliance went beyond the basic PIT Count data to analyze racial and ethnic disproportionality both in the number of people known to be experiencing homelessness and those at risk of homelessness, as well as the racial and ethnic disproportionality in the number of people served by homeless and homelessness prevention services. These data are included in the workbook.

In addition to racial and ethnic disparities, the MAC group used the [Regional Homeless Services Gaps Analysis \(August 2022\)](#), the Alliance [Strategic Plan](#), and qualitative and quantitative data in the [CCP to End Youth Homelessness](#) to identify other priority populations most likely to experience unsheltered homelessness.

As the process evolves, the MAC group will continue to develop relationships, engage, and solicit input and feedback from disproportionately impacted groups and communities experiencing unsheltered homelessness, as well as culturally specific organizations with expertise in serving the priority populations.

Part 2: Impact Analysis

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

- Exits from Street Outreach to Permanent Housing totaled 17 people
- Exits from Emergency Shelter to Permanent Housing totaled 35 people
- Exits from Transitional Housing to Permanent Housing totaled 100 people

OR-504 Longitudinal System Analysis (LSA): HUD's visualization of LSA data does not include exits from Street Outreach (unsheltered homelessness). ES/SH data includes day center populations. **The highest percent of exits to permanent housing involve TH – either TH Only (44%), ES/SH+TH (57%), or TH+RRH (80%).**

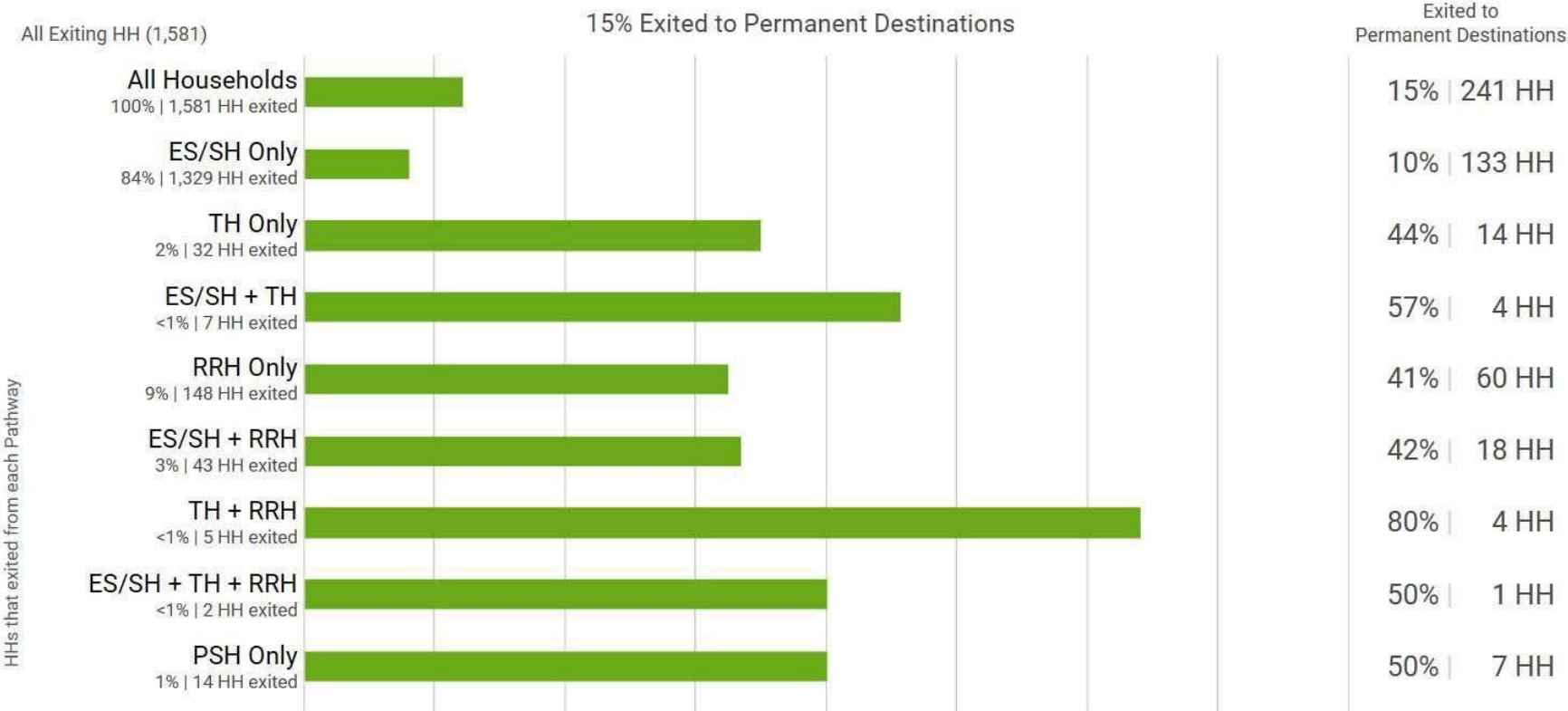
Exits by Pathway

Percent and number of households that used each pathway, and percent and number of households in each pathway group that exited to permanent, temporary and unknown destinations.



All Households

Permanent



4) Based on quantitative data and qualitative community input, these seven groups have a disproportionately high risk of experiencing unsheltered homelessness:

- a. Priority population 1: Black, African American, or African persons
- b. Priority population 2: People with Disabilities
- c. Priority population 3: Youth & Young Adults
- d. Priority population 4: LGBTQ+ persons
- e. Priority population 5: Hispanic/Latinx persons
- f. Priority population 6: Populations in Rural Areas
- g. Priority population 7: People Fleeing Domestic Violence

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

- Exits from Street Outreach to Permanent Housing in the first half of the year totaled 8; none of them returned to homelessness within 6 months.
- Exits from Emergency Shelter in the first half of the year totaled 20; 1 of them returned to homelessness within 6 months.
- Exits from Transitional Housing totaled 47; 2 returned to homelessness within 6 months.

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

- Exits from Street Outreach to Permanent Housing the year prior totaled 3 people; and none returned to homelessness within 6-12 months.
- Exits from Emergency Shelter to Permanent Housing the year prior totaled 35 people; and 2 returned to homelessness within 6-12 months.

- Exits from Transitional Housing to Permanent Housing totaled 100 people, and 2 returned to homelessness within 6-12 months.

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

- Exits from Street Outreach to Permanent Housing totaled 17. Divided by 12, for a monthly average of 1.4
- Exits from Emergency Shelter to Permanent Housing totaled 35, for a monthly average of 2.9.
- Exits from Transition Housing to Permanent Housing totaled 100, for a monthly average of 12

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

The Marion/Polk MAC recognizes the intersectionality of the Priority populations disproportionately experiencing homelessness. Similarly, there is a recognition that reaching our goals will require resourcing culturally specific organizations, as well as expanding culturally responsive work in the field and throughout the system.

a. Priority population 1: Black, African American, or African persons

- Seed of Faith Ministries is the region's primary culturally specific organization serving the unsheltered Black, African American, or African population and offering street outreach, emergency shelter, and transitional housing. Other providers are culturally responsive to this population, as well.

b. Priority population 2: People with Disabilities and Medical Fragility

- Shangri-la specializes in serving homeless people with disabilities in their permanent supportive housing program. Other culturally responsive programs serving people with disabilities experiencing unsheltered homelessness include Senior and Disabilities Services, and the array of more than a dozen street outreach programs throughout the region, among others.

c. Priority population 3: Youth & Young Adults

- Culturally responsive programs specializing in serving youth and young adults experiencing unsheltered homelessness include McKinney Vento Liaisons, Mid-Willamette Valley Community Action Agency HOME Youth Services, Northwest Human Services HOST Program, Church @the Park, and Youth ERA.

d. Priority population 4: LGBTQ+ persons

- Culturally responsive programs serving LGBTQ+ youth and young adults experiencing unsheltered homelessness include McKinney Vento Liaisons, Rainbow Youth, Mid-Willamette Valley Community Action Agency HOME Youth Services, Northwest Human Services HOST Program, Church @the Park, and Youth ERA, among others.
- Culturally responsive programs serving adult LGBTQ+ persons experiencing unsheltered homelessness include Center for Hope & Safety, Mid-Willamette Valley Community Action Agency ARCHES Program, Northwest Human Services HOAP Program, and Church @the Park, among others.

e. Priority population 5: Hispanic/Latinx persons

- Culturally responsive programs serving Hispanic/Latinx persons experiencing unsheltered homelessness include Active Effortz, A Ray of Hope Today!, Be Bold Street Ministries, Center for Hope & Safety, Church at the Park, Marion-Polk Food Share, Mid-Willamette Valley Community Action Agency (ARCHES Program, De Muniz Resource Center, HOME Youth Services), and SABLE House, among others.

f. Priority population 6: Populations in Rural Areas

- More than 200 organizations participate in rural Service Integration Teams throughout the Marion/Polk region. More information at [Polk Count SIT](#) and [Santiam SIT](#).

g. Priority population 7: People Fleeing Domestic Violence

- Culturally responsive organizations serving individuals and families fleeing domestic violence in the Marion-Polk region include Center for Hope & Safety, SABLE House, and Canyon Crisis Center, as well as Safety Compass, which focuses on human trafficking. These organizations are well connected to other services providers, such as Be Bold Street Ministries, ARCHES, Union Gospel Mission, law enforcement, public housing authorities, and many others, providing them with training and facilitation of “warm hand offs,” based on client choice.
- 9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?
The Alliance utilizes the [Mid-Valley Resources](#) database, maintained by Northwest Human Services for resource referral to more than 300 homeless and mainstream services.

Part 3: Community Priorities

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

(See charts on following pages)

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

(See charts on following pages)

Local needs that are immediate and major barriers to our Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.	Needs most significantly and specifically impacting ability to regain and retain housing (cross-referenced with MAC survey and local plans, e.g., CCP, Unsheltered Plan, Strategic Plan)							Notes
	Unsheltered Populations	Black, African American	Hispanic /Latinx	People with Disabilities	Youth & Young Adults	LGBTQ+	Populations in Rural Areas	
Housing Affordability	1	1	1	1	1	1	1	
Manufactured Housing								
Housing Development								
Emergency Shelter Shortage	1	1	1	1	2	1	2	Non-congregate and congregate settings, based on client needs
Street Outreach Services	1	1	1	1	1	1	2	Increase capacity, housing focus, and access to medical care
Transportation assistance	1	1	1	1	1	1	2	
Medical Care	2	1	1	2	1	1	1	Including more respite beds and coordinated discharge planning
Mental Health Care and Services	1	1	1	1	1	1	1	
Substance Use Disorder Care and Services	1	1	1	1	1	1	1	
Skilled Nursing Facility Care				1				
Nursing Home Shortage				1				
Housing-focused Case Management	1	1	1	1	1	1	1	
Housing problem-solving assistance					1			
Housing Navigation Services								
Peer Support Services	1	2	2	1	2	2	1	Including culturally specific and culturally responsive
Conflict Mediation Services								
Cleaning/maintenance (e.g., hoarding prev.)								
Family reunification					1	1		May include conflict mediation

Local needs that are immediate and major barriers to our Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.	Needs most significantly and specifically impacting ability to regain and retain housing (cross-referenced with MAC survey and local plans, e.g., CCP, Unsheltered Plan, Strategic Plan)							Notes
	Unsheltered Populations	Black, African American	Hispanic /Latinx	People with Disabilities	Youth & Young Adults	LGBTQ+	Populations in Rural Areas	
Tenant-based rental assistance								
Project-based rental assistance								
Housing Choice Vouchers								Extremely low vacancy. FMR gap; rules don't allow gap payments
Targeted subsidies								
Rent buy-down	1	1	1	1	1	1	1	With assurances that funds aren't considered client income
Rapid Rehousing Projects	1	1	1	1	1	1	1	Flexible for Host Homes and group/affinity/kinship housing
Security deposits	1	1	1	1	1	1	1	
Flexible emergency funding	1	1	1	1	1	1	1	Consider geographically distributed funds through SITs
Food security payments	1	1	1	1	1	1	1	
Room and board payments	1	1	1	1	1	1	1	
Other flexible forms of financial assistance	1	1	1	1	1	1	1	Flexible to include cash payment program for YYA population

Local needs that are immediate and major barriers to our Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.	Provider/ Systems Priority	Notes
Service Providers - Organizational Capacity	2	Management and back office, as well as direct service
Service Providers - Staff/Salary	2	Need sustainable funding to add new/adequate staffing levels
Service Providers - Specific Expertise	2	Professional development and specialty contracts (health care)
Staffing	2	Workforce development, internships, other ways to expand the field
Signing bonuses		
Flexible System Funding/Costs	2	Tie to system improvements and organizational capacity/development
Marketing materials	1	Visual materials and translation
Operating costs	1	
Technology and I.T.	2	Could be part of "flexible system funding/costs"
Other renovations	1	Will need to determine parameters/criteria
Planning and development	1	Critical for systems changes and system development
Project management	2	Critical for fast pace of implementation and sustainability
Affordable Housing Landlord Engagement	2	Explore a coordinated system
Repairing damages	1	Related to both landlord engagement and facility-based programs
Service coordination and integration	2	Including integrated services and collaborative case conferencing

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

- **Most Urgent:** Mental Health Care and Services
- **Urgent and Critical:** Emergency Shelter Shortage
- **Time Sensitive and Very Important:** Substance Use Disorder Care and Services
- **Not Time Sensitive but Very Important:** Housing Affordability
- **Important:** Service Providers - Organizational Capacity, Staff/Salary, Housing-focused Case Management

The MAC recognizes that people's needs are co-occurring, and that integrated services will best meet the needs of the local populations experiencing unsheltered homelessness. Additional input on priorities was provided during a MAC session:

- Align funding allocated for substance abuse and mental illness with efforts to shelter individuals experiencing homelessness. These strategies must be intertwined, or we are only addressing the problem temporarily.
- Engage those that need housing in a discussion of what they want and need in terms of support.
- A theme that continues to arise is the need to coordinate the care coordination across the region. Care coordination and case management services occur at the sector level, not in an integrated fashion. We also need to increase the availability of behavioral health services (of all types) across the region. Competition, billing barriers, and an outdated regulatory structure are getting in the way of providing BH services (prevention, treatment, and crisis).
- Put funding in the strategies that have been shown to work. For example, during the pandemic the flexible funding we received helped us quickly respond to those that were homeless, or at imminent risk of homelessness. Being able to respond to each person and family's specific situation made a huge impact. During that time, more than 50% of the people we served were from BIPOC and other underserved populations. The other strategy demonstrated to work is Housing Navigators - staff that can work through barriers and challenges to housing work with landlords and provide support to maintain long-term housing. Consider the high number of victims of interpersonal violence in our region. This population intersects with all the other populations mentioned.
- The only way to make sure that BIPOC communities are served is to stick to data-driven models of housing placement (which avoids discriminatory cherry-picking practices) AND engaging BIPOC communities and Culturally Specific Organizations serving those communities with targeted outreach to

make sure that everyone eligible in those communities has been enrolled. In some cases it may be necessary to directly sub-contract with Culturally Specific Organizations for work with those populations, because the trust that people of color have for those CSO's is generally greater than it is for white-led organizations, and geometrically more so than for local governments.

- There is a lack of long-term care options for individuals in need of Medicaid Assisted living.
- Capitalize on existing resources and provide operating dollars - leveraging the capital that has been expended to activate and operate beds. Overall: assistance needed for people who cannot complete their activities of daily living, and for unaccompanied minors. A mobile unit and a "club house" for people in need of activities and attention, akin to programming on the east coast, which provides good attention and wellness activities for those who become housed - our experience now is that people seek this support and attention from landlords which is not the landlords role or expertise. This is a retention strategy.
- There needs to be systems in place to ensure that there is different levels of housing for all - including, but not limited to mental health PSH units, sober living PSH, youth and young adult PSH, family reunification PSH (Keeping Families Together model) and resident service models for all affordable housing to ensure families can receive assistance in the moment to avoid evictions. This area could benefit from a model that provides med assistance while housed and Mental Health Clubhouse programs to provide outlets from mindfulness for those suffering from trauma while housed. These resources will help individuals to remain housed and not return to being unsheltered. There needs to be as much attention once individuals are housed as provided prior to placement into permanent housing. I would also increase the number of Navigation Centers to include multiple areas within our region. This transition makes for better outcomes once placed into permanent supportive housing and allows for case managers to connect and find individuals.

- There needs to be a section related to employee job fairs and retention. This work has a high burn out rate and funding needs to adequately address the capacity needed to fill the roles to manage the programs.
- Fund community resources to assist these individuals in both populations to engage. We need more behavioral health resources, and we need to sync local level policies to work together. i.e., all communities on the same page, to prevent a movement of individuals from one city to the other. Work towards policies that guide these populations into treatment or other services that need funding to increase capacity. Since no question on this survey targets the unaccompanied population of our region, I have to point out that this is a significant area of concern that we must wrap ourselves around and address. We have to stop ignoring youth.
- In our rural community (east of Salem) is home to 10% of the Marion/Polk population. We need funding to increase staffing and facilities to shelter diverse populations. We need a home for teens so that they are not forced to leave their entire support system to have safe shelter. We need to develop safe and appropriate emergency housing for families with children. We need to hire a full time case manager and expand day shelter to relieve the strain on other community spaces that occur when there is nowhere for people to be during the day. All of these capacity expansions on top of our existing programs would help us meet our goal of ending unsheltered homelessness in our community. A low housing inventory and a small staff make increased staffing and facilities expansion our top priorities.
- Continue to expand capacity for levels of housing through our continuum. Our gaps right now are for more micro shelter communities (highly successful for low barrier, safe, and sanitary housing), transitional housing (opens shelter beds as people leave that level to (gain more stability) before permanent supported or unsupported housing), youth and young adult shelter and housing, and shelter and housing for the aging population and people with disabilities.

Goal Setting

Part 1: Strategies to prevent unsheltered homelessness.

The MAC group recognizes the importance of homelessness prevention and mainstream services as part of the overall effort to end homelessness, and encourages additional investments to extend and replicate best practices to address the underlying causes of housing instability. The pandemic afforded many opportunities to learn more about the needs, the response system, and the dynamic nature of the housing market. It is imperative that lessons learned inform our pathway forward.

Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness.

Goal: Add at least 80 New Emergency Shelter Beds					Priority Level for Unsheltered Populations, in General	Strategy Alignment with Specific Populations						
Strategies	Components	Pros	Cons			Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/Latinx persons	Pops in Rural Areas	Persons Fleeing DV
Expand non-congregate shelter - hard beds	Land acquisition for new shelter location	Permanence, selective in location, opportunity to use lump sum funding. If there were already a piece of land available, could move faster.	Will take too long, working within the time frame, cost of the land. Purchases can fall through (volatility). Could divert funding that could be used on other projects that are ready to go. Rules, possible environmental issues	Non-Congregate Hard Beds: Most Urgent, but shovel-ready is important for timeline								
	Property acquisition / new shelter location											
	Renovation or Rehab / existing shelter location											
	Conversion / non-shelter facility to shelter	Existing facility, has infrastructure, leverage additional funding, surrounding environment (neighbors and access to transportation)	ADA, fire marshal, retro fit costs, surrounding environment (neighbors and access to transportation)									
	Leasing existing facility	Less capital investment, quick and flexible	Lack of permanence, working within owner's expectations									
	Temporary structures	Quick, gets people out of dangerous or unhealthy circumstances, sense of ownership, requires less staffing	May have only portable toilets and shower truck access, small, maybe have roommate challenges, local jurisdictional code challenges, requires more staffing when there is a 24/7 need									Non-Congregate Temporary Structures: Urgent/Critical
Expand non-congregate shelter	Hotel/motel nights	Flexibility (allows people to get closer to work/family which might be all needed to move to the next step). Works in areas that might not have access to other shelters. Beneficial for survivors of DV and human trafficking who are fleeing quick, individuals or	Temporary, cost, and no pets.	Hotel/Motel: Urgent/Critical								
	Host Homes	Good for youth and young adults, wrap around services, connection to families and adult mentors	Safety protocols would be needed immediately				Urgent/Critical					
Expand congregate shelter - hard beds	Land acquisition for new shelter location	Permanence, selective in location, opportunity to use lump sum funding. If there were already a piece of land available, could move faster.	Number of people in one space, harder to make setting and services trauma-informed, spread of illness, harder to staff, safety and security, more challenging for people with severe and persistent mental illness and other complex needs, activities of daily living (ADL), and accommodating pets. Will take too long, working within the time frame, cost of the land. Purchases can fall through (volatility). Could divert funding that could be used on other projects that are ready to go. Rules, possible environmental issues	Very Important. Viable, if shovel-ready and concerns for health, safety, trauma-informed services can be effectively addressed								
	Property acquisition / new shelter location											
	Renovation or Rehab / existing shelter location											
	Conversion / non-shelter facility to shelter	Efficient use of resources, community building, serving higher numbers of people with less space, which can mean more availability	Will take too much time to develop, number of people in one space, harder to make setting and services trauma informed, spread of illness, harder to staff, safety and security, more challenging for people with severe and persistent mental illness and other complex needs, activities of daily living (ADL), and accommodating									
	Leasing existing facility	Good for projects that are already underway	Same health, safety, and trauma-informed concerns as noted above									

Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
Emergency Shelter - Operations	Includes maintenance, rent, security, fuel, equipment, insurance, utilities, and supplies	Maintaining a place for a healthy environment, clean and sanitary, connections to housing-focused		Most Urgent							
Emergency Shelter - Essential Services	Housing-Focused Case Management		Staffing is a critical need, but limited duration funding makes it extremely difficult to recruit/hire	Most Urgent							
	Child Care	Urgent/critical for families									
	Employment Assistance and Training	stability		Very Important							
	Outpatient Health Services	On-site and connections to mainstream		Urgent/Critical							
	Legal Services	A less prevalent need, but important		Time Sensitive/Very Important							
	Mental Health Services	Staffing, expertise and partnership, particularly for those that cannot complete ADLs. Staffed for 24/7 access	Limited number of professionals available	Most Urgent							
	Substance Abuse Treatment Services	Staffed for 24/7 access		Most Urgent							
	Transportation			Most Urgent							
Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
Outreach - Essential Services	Engagement	Collaborative multi-agency outreach - gets providers out of their silos to		Most Urgent							
	Housing-Focused Case Management	Will require training and frequent communications, including a shared understanding of the pathway to	Staffing is a critical need, but limited duration funding makes it extremely difficult to recruit/hire	Urgent/Critical							
	Transportation			Most Urgent							
	Services for Special Populations	Connection from hospital / pcc / jail / other (trafficking / DV) to shelter and services 24/7, need outreach teams									
	Cell Phones or Tablets	Changing stations and hot spots, too		Most Urgent							
Outreach - Other	Handwashing Stations			Urgent/Critical							
	Portable Bathrooms			Urgent/Critical							
	Training			Time Sensitive/Very Important							
	Laundry Services			Urgent/Critical							

The MAC recognizes that the operations of shelters is a high priority, along with effective engagement of unsheltered populations to access low-barrier emergency shelter. Within the efforts to expand emergency shelter beds, there exists great interest to integrate services in ongoing operations, including access to health care, inclusive of behavioral health care.

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

Goal: Rapidly rehouse 150 households experiencing unsheltered homelessness				Priority level for Unsheltered Populations, in General	Strategy Alignment with Specific Populations						
Strategies	Components	Comments	Concerns		Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
Rapid Rehousing - Rental Assistance	Short Term Rental Assistance	System development to move funds from source to landlord and not bounce through client (more seamless and helpful to client)	Most landlords won't lease short term What about after that? Moving On Strategy?	Most Urgent			16 and older				
	Medium Term Rental Assistance			Most Urgent							
Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
RRH - Financial Assistance	Rental Application Fees			Urgent/Critical							
	Security Deposits or Hold Fees			Most Urgent							
	Damage Repair	Use a "handyman service" rather than cash. Have to do monitoring to ensure that damage was client-caused		Most Urgent							
	flexible "barrier removal" funds	Can be used for utility deposits, utility payments, arrears, moving costs, renter's insurance or other		Most Urgent							
Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
RRH - Relocation & Stabilization Services	Landlord Incentives	System development, not just an "incentive." Some sort of 24/7 rapid response line for landlords that is staffed appropriately	Financial incentives can drive up market costs.	Urgent/Critical							

Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
RRH - Essential Services	Housing-Focused Case Management	Staffing is a critical need	Staffing is a critical need, but limited duration funding makes it extremely difficult to recruit/hire	Urgent/Critical							
		System development - could create a dedicated landlord navigator to to more research across the system		Urgent/Critical							
	Employment Assistance and Training	(and SSI/SSDI) to support housing stability		Very Important							
	Outpatient Health Services	High acuity needs for unsheltered populations which require more services for effective RRH		Urgent/Critical							
	Legal Services	A less prevalent need, but important		Time Sensitive/Very Important							
	Mental Health Services	Need expertise and partnerships	Limited number of professionals available	Most Urgent							
	Substance Abuse Treatment Services	Need expertise and partnerships, with ability to retain housing if in-patient Tx services are needed		Most Urgent							
	Transportation	Medical appointments and after hours, and basic transportation before/after work		Urgent/Critical							
Strategies	Components	Comments	Concerns	Unsheltered Populations, in General	Black, African American, or African persons	People w/ Disabilities, Medical Fragility	Youth & Young Adults	LGBTQ+ persons	Hispanic/ Latinx persons	Pops in Rural Areas	Persons Fleeing DV
Outreach - Essential Services	Engagement	Collaborative multi-agency outreach - gets providers out of their silos to		Most Urgent							
	Housing-Focused Case Management	Will require training and frequent communications, including a shared understanding of the pathway to housing	Staffing is a critical need, but limited duration funding makes it extremely difficult to recruit/hire	Urgent/Critical							
	Transportation			Most Urgent							
	Services for Special Populations	Connection from hospital / pcc / jail / other (trafficking / DV) to shelter and services 24/7, need outreach teams									
	Cell Phones or Tablets	Changing stations and hot spots, too		Most Urgent							
Outreach - Other	Handwashing Stations			Urgent/Critical							
	Portable Bathrooms			Urgent/Critical							
	Training			Time Sensitive/Very Important							
	Laundry Services			Urgent/Critical							

Goals

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

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

Increase shelter capacity

Our CoC Region will add a minimum of **79** emergency shelter beds by this date: 1/10/2024.

Rapidly rehouse

Our CoC Region will rapidly rehouse **158** households experiencing unsheltered homelessness by this date: 1/10/2024.

Milestones

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

Month	Progress Milestones	System Improvement Actions
March 2023	<ul style="list-style-type: none"> Update Housing Inventory Count. 	<ul style="list-style-type: none"> Complete data analysis on housing disproportionality. Facilitate partnerships between homeless service providers, and with behavioral health, health services, and other mainstream providers to achieve regional goals. Submit revised Workbook and Regional Plan.
April	<ul style="list-style-type: none"> Open 20 new beds for persons with seriously persistent mentally illness at Yaquina Hall 	<ul style="list-style-type: none"> Sign contract with OHCS. Refine strategies with specific service providers, clarifying responsibilities and accountability to outcomes. Conduct Process Mapping for unsheltered individuals being discharged from Salem Health. Set up new projects in HMIS. Schedule HMIS training and technical assistance. Identify outstanding support and resource needs.

Month	Progress Milestones	System Improvement Actions
May	<ul style="list-style-type: none"> • Open 75 new low-barrier shelter beds at Salem Navigation Center • Open 75 new low-barrier shelter beds at ARCHES Lodge • Open 10 new RRH beds for youth (under age 18) in Polk County • Open 20 new RRH beds for young adults (ages 18-24) in Polk County 	<ul style="list-style-type: none"> • Execute contracts with service providers. • Conduct Coordinated Entry training with outreach staff, emergency shelter, and RRH programs. • Conduct HMIS training and provide ongoing technical assistance. • Conduct RRH standards training. • Host Affordable Housing Conference in Salem • Coordination meeting to ensure utilization of CE referral vouchers with Salem Housing Authority (impacts priority population of persons with disabilities).
June	<ul style="list-style-type: none"> • Open 20 new low-barrier shelter beds for young adults (ages 18-24) in SE Salem • RRH milestone: 40 households 	<ul style="list-style-type: none"> • Review data quality, and provide technical assistance, as needed. • Document lessons learned in the quarter.
July	<ul style="list-style-type: none"> • Fill at least 70% of new shelter beds. • RRH milestone: 50 households 	<ul style="list-style-type: none"> • Update in-the-field data gathering tools to inform system changes. • Conduct Youth-focused CE training with outreach staff, emergency shelter, and RRH programs.
August	<ul style="list-style-type: none"> • Fill at least 80% of new shelter beds. • RRH milestone: 60 households 	<ul style="list-style-type: none"> • Update CoC Strategic Plan • Partner with culturally specific organizations to plan feedback/listening sessions with priority populations.

Month	Progress Milestones	System Improvement Actions
September	<ul style="list-style-type: none"> RRH milestone: 75 households 	<ul style="list-style-type: none"> Conduct feedback/listening sessions with priority populations. MAC Group progress review and revisions session.
October	<ul style="list-style-type: none"> Open 26 new low-barrier shelter beds for women in Salem RRH milestone: 95 households 	<ul style="list-style-type: none"> Document lessons learned in the quarter. Host housing-focused Street Outreach Conference
November	<ul style="list-style-type: none"> RRH milestone: 115 households 	<ul style="list-style-type: none"> Convene futures planning group, review data, develop framework for MAC Group meeting.
December	<ul style="list-style-type: none"> RRH milestone: 135 households 	<ul style="list-style-type: none"> MAC Group progress review and lessons learned session.
January 2024	<ul style="list-style-type: none"> Open 60 new PSH units at Sequoia Crossing in Salem RRH milestone: 150 households 	<ul style="list-style-type: none"> Document lessons learned.

Organizations/projects named in this chart do not constitute a promise of funding from the EO 23-02 resources.

Current Services

Project Type	Units Available = # unfilled snapshot March 2023	Total Units	Avg. Cost Per Unit	Avg. Cost Per Month	Avg. Cost Per Year (missing \$5M)	Shelter Total	Shelter Units	Ave. Cost per Unit	Units	Requirements	
Emergency Shelter Beds – Adult Only	55	399	\$ 16,884	\$ 561,396	\$ 6,736,754	\$ 13,007,452	728	\$ 17,867	80	\$ 1,429,390	Shelter operations
Emergency Shelter Beds – Adults with Children	25	195	\$ 17,408	\$ 282,882	\$ 3,394,589						
Emergency Shelter Beds - Youth	1	10	\$ 64,639	\$ 53,866	\$ 646,394						
Emergency Shelter Beds - Not Dedicated	16	124	\$ 17,982	\$ 185,810	\$ 2,229,715						
Transitional Housing	24	391	\$ 5,813	\$ 189,393	\$ 2,272,714						
Joint Transitional Housing/Rapid Rehousing	0	0	\$ -	\$ -	\$ -						
Rapid Rehousing	0	102	\$ 59,786	\$ 508,179	\$ 6,098,148						
Permanent Supportive Housing	0	203	\$ 41,550	\$ 702,889	\$ 8,434,670						
Other Permanent Housing	5	106	\$ 112,132	\$ 990,499	\$ 11,885,985						
Subtotal	126	1530									
Housing Choice Vouchers	322	8668	\$ 4,182	\$ 3,020,842	\$ 36,250,107						
Housing Total	448	10198									
Service Type	Slots Available per month	Total Slots per month	Avg. Cost Per Slot	Avg. Cost Per Month	Avg. Cost Per Year						
Outreach	0	6063	\$ 231	\$ 125,925	\$ 1,511,099						
Rental Assistance	20	550	\$ 6,144	\$ 166,271	\$ 1,995,250						
Case Management	28	2838	\$ 195	\$ 236,209	\$ 2,834,512						
Landlord Engagement	0	450	\$ 186	\$ 10,417	\$ 125,000						
Housing Navigation	10	2150	\$ 144	\$ 236,209	\$ 2,834,512						

Ave. Cost per Unit	Units	Requirements	
\$ 59,786	150	\$ 8,967,900	RRH
		\$ 11,597,290	Direct Shelter and RRH
		\$ 500,000	Direct Outreach

Service Total

\$ 775,031	\$87,249,449
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PROJECT TYPE DATA NOTES

Units reflect only beds available year-around, not seasonal or overflow beds
Units Available (unfilled) calculated from the average of the quarterly census during the year
 NOTE: CoC added a category for Emergency Shelter Beds - Not Dedicated
 NOTE: RRH census includes all program participants, including those without a housing move-in date
 NOTE: Housing Choice Vouchers includes all vouchers available, regardless of issuance or lease-up status
 NOTE: Household units/vouchers are multiplied by 2 for average number of beds

SERVICE TYPE DATA NOTES

Slots for Outreach calculated with the average ratio of clients served to FTE represented in HMIS, then applied to known number of total FTE
Slots for Rental Assistance, Case Management, and Housing Navigation calculated on Day Center/Resource Center data and do not include rental assistance, case management, and housing navigation services that are part of housing projects listed above
Slots for Landlord Engagement calculated on FTE dedicated to landlord engagement and the number of landlords contacted
 NOTE: Slots are tallied for a full month, as services for each household (slot) occur over a period of time
 NOTE: All service types are at 100% capacity

Current Investments

<i>Project Type</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Federal</i>	<i>Private</i>	<i>Total</i>
<i>Emergency Shelter Beds - Adult Only - Total</i>	\$ 1,700,000	\$ 2,590,434	\$ 80,351	\$ 2,386,929	\$	\$ 6,757,754
<i>Emergency Shelter Beds - Adults with Children - Total</i>	\$ 2,100,000	\$ 2,100,000	\$ 117,915	\$ 121,000	\$	\$ 4,448,915
<i>Emergency Shelter Beds - Youth - Total</i>	\$	\$ 646,504	\$	\$	\$	\$ 646,504
<i>Emergency Shelter Beds - Not Dedicated - Total</i>	\$ 5,000	\$ 150,551	\$ 532,764	\$ 871,400	\$	\$ 1,559,715
<i>Transitional Housing Total</i>	\$ 0,000	\$ 10,000	\$ 110,000	\$ 1,167,714	\$	\$ 1,287,714
<i>Joint Transitional Housing/Rapid Rehousing</i>						\$
<i>Rapid Rehousing Total</i>		\$ 2,712,125	\$ 3,282,832	\$ 103,191	\$	\$ 6,098,148
<i>Permanent Supportive Housing Total</i>	\$ 1,000,000	\$ 2,925,000	\$ 2,973,670	\$ 100,000	\$	\$ 7,008,670

<i>Other Permanent Housing Total</i>	\$ 821,465	\$ 105,000	\$ 592,742	\$ 3,406,245	\$ 6,900,533	\$ 11,885,985
<i>Housing Choice Vouchers Total</i>				\$ 10,250,107		\$ 10,250,107
<i>Service Type</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Federal</i>	<i>Private</i>	<i>Total</i>
<i>Outreach Total</i>	\$ 250,000	\$ 708,251	\$ 308,915	\$ 166,000	\$ 1,511,000	
<i>Rental Assistance Total</i>	\$ 87,251	\$ 173,000	\$ 105,822	\$ 1,502,677	\$ 38,500	\$ 1,905,250
<i>Case Management Total</i>	\$ 454,082	\$ 75,000	\$ 555,226	\$ 1,174,205	\$ 107,041	\$ 2,884,512
<i>Landlord Engagement Total</i>	\$ 125,000					\$ 125,000
<i>Housing Navigation Total</i>	\$ 250,000	\$ 75,000	\$ 555,226	\$ 1,174,205	\$ 107,041	\$ 2,884,512
Total Investments	\$7,675,698	\$465,000	\$12,722,594	\$82,121,992	\$19,444,183	\$86,600,449

UPDATED 3/23/23

PROJECT TYPE NOTE

CoC added a category for Emergency Shelter Beds - Not Dedicated
 CoC has no Joint TH-RRH projects currently

WHAT IS NOT INCLUDED

- COVID-19 Rent Relief
- Seasonal/Warming Shelters
- Safe Parking Programs
- Projects and Services not yet online
- Mainstream Services
- Agencies that did not submit information (est. \$5M)

Exhibit C
Insurance Requirements

Risk Assessment Insurance Summary

Service Procurement

Summary Document to Assist with Insurance Requirement Template

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

COMMERCIAL GENERAL LIABILITY:

Required

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

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

AUTOMOBILE LIABILITY:

Required Not Required

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

PROFESSIONAL LIABILITY: (For Medical and Health Services)

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per claim.

Annual aggregate limit shall not be less than _____ .

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

Required Not Required

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

Annual aggregate limit shall not be less than \$ 4,000,000 .

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not Required

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

POLLUTION LIABILITY:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per occurrence.

Annual aggregate limit shall not be less than _____ .

DIRECTORS AND OFFICERS:

Required Not Required

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

CRIME PROTECTION:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$3,000,000 .

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

Required Not Required

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

Annual aggregate limit shall not be less than \$3,000,000 .

MOTOR CARRIER AND CARGO:

Required Not Required

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

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

Required Not Required

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

AIRCRAFT LIABILITY:

Required Not Required

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

AIR CARGO LIABILITY:

Required Not Required

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

AIRCRAFT AERIAL APPLICATION LIABILITY:

Required Not Required

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

GARAGE LIABILITY:

Required Not Required

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

GARAGEKEEPERS LEGAL LIABILITY:

Required Not Required

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

BAILEE'S:

Required Not Required

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

MARINE PROTECTION LIABILITY:

Required Not Required

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

Risk Assessment Insurance Summary

Goods Procurement

Summary Document to Assist with Insurance Requirement Template

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

COMMERCIAL GENERAL LIABILITY:

Required

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

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

NOTES: