

May 21, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Apply for a Comprehensive Opioid, Stimulant,
and Substance Abuse Site-Based Program Grant (COSSAP)

Purpose/Outcomes	Approval to apply for a grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, to retain and enhance the Law Enforcement Assisted Diversion (LEAD) program which helps to address low-level drug street crime in Clackamas County.
Dollar Amount and Fiscal Impact	\$900,000.00
Funding Source	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. County General Funds
Duration	Effective October 1, 2020 terminates September 30, 2023
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Counsel Review	Finance Grants reviewed and approved
Contact Person	Richard Swift, H3S Department Director (503) 650-5694
Contract No.	N/A

BACKGROUND:

The Administration Division of the Health, Housing, and Human Services Department requests the approval to apply for a Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP) Grant. This grant will allow for the continuation and expansion of the Law Enforcement Assisted Diversion (LEAD) program in Clackamas County.

LEAD is a program developed to address low-level drug street crime in Clackamas County. The goal of LEAD is to improve community health and safety by using specific human services tools and coordinating them with law enforcement. LEAD has demonstrated itself as a particularly effective tool for reaching houseless program participants struggling with addictions to divert them from the criminal justice system. LEAD provides an opportunity to divert individuals, offering a hand up through case management connecting them to resources to improve their circumstances and providing innovative techniques unique to individual circumstances to break down barriers to achieving their own health and safety.

Building on the existing LEAD program, this grant will fund coordination of LEAD Plus, which will strive to connect existing systems and initiatives to achieve a coordinated and comprehensive response to substance use disorder strategic planning.

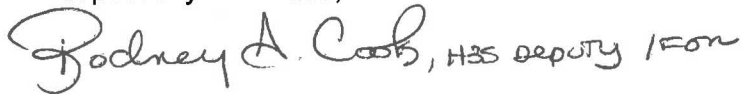
The program demonstrated significant positive outcomes in the first year of its operation.

The rates of arrests, new criminal charges, a decrease in nights in jail, and failure to appear in court all declined significantly for the participants in the program, all of which represents significant cost savings to the County. The LEAD case managers have also been successful in assisting clients meet a wide spectrum of needs, including employment, accessing benefits, obtaining housing or shelter, getting substance use disorder treatment, and resolving outstanding legal issues. The LEAD team is currently serving 98 individuals.

RECOMMENDATION:

Staff recommends Board approval of this approval to apply and authorization for Richard Swift, H3S Director to sign the agreement and future amendments to the Agreement on behalf of Clackamas County.

Respectfully submitted,

 Rodney A. Cook, H3S deputy / For

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant
Lead Department: Health Housing and Human Services (H3S) Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Comprehensive Opioid, Stimulant, and Substance Abuse Site-based (COSSAP)
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): H3S Director, Richard Swift
Requestor Contact Information: RSwift@clackamas.us
Department Fiscal Representative: Toni Hessevick
Program Name or Number (please specify): Law Enforcement Aided Diversion (LEAD)
Brief Description of Project:

The Law Enforcement Assisted Diversion (LEAD) PLUS program will retain and enhance the current LEAD program that is currently scheduled to lose funding. LEAD provides case management to houseless program participants struggling with addictions to divert them from the criminal justice system. Houseless individuals with substance use disorders are likely to come in contact with law enforcement, resulting in cyclic engagement with the criminal justice system that has traditionally failed to address their needs. LEAD provides an opportunity to divert these individuals, offering a hand up through case management connecting them to resources to improve their circumstances. LEAD PLUS will enhance LEAD by establishing a new Steering Committee to unite and strengthen coordination across all of the County's many opioid and substance abuse efforts.

Name of Funding (Granting) Agency: U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)

Agency's Web Address for Grant Guidelines and Contact Information:

https://www.ojp.gov/funding/apply/ojp-grant-application-resource-guide

OR

Application Packet Attached: Yes No

Completed By: Tiffany Hicks 5/6/20 Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: _____
CFDA(s), if applicable: 16.838
Announcement Date: February 21, 2020 Announcement/Opportunity #: BJA-2020-17023
Grant Category/Title: Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSA) Max Award Value: \$ 900,000
Allows Indirect/Rate: Yes- 10% Match Requirement: 0
Application Deadline: May 21, 2020 Other Deadlines: _____
Grant Start Date: October 1, 2020 Other Deadline Description: _____
Grant End Date: September 30, 2023
Completed By: Tiffany Hicks Program Income Requirement: NA
Pre-Application Meeting Schedule: Application coordination team from CFCC will meet 5/11,12,14, 18, 19, and 21. Partners of COSSAP, will be engaged as needed.

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant support the Department and/or Division's Mission/Purpose/Goals?*

The grant supports the H3S mission to assist individuals, families and communities to be safe and healthy, through fiscal support for the LEAD program. H3S goals to assist individuals and families in need to be healthy and safe; increase self-sufficiency; and increase community safety and health are directly tied to LEAD program activities.

2. *What, if any, are the community partners who might be better suited to perform this work?*

None. H3S coordinates a number of strong programs, including currently managing the LEAD program through a partnership with the District Attorney's and Sheriff's Offices. No other entity is in position to do this work.

3. *What are the objectives of this grant? How will we meet these objectives?*

The grant sustains a pre-charge diversion program that will improve public safety and improve quality of life for residents. Specifically, the program will seek to reduce future criminal behavior by individuals involved in low-level drug offenses and those experiencing chronic homelessness. It would also establish a new and much-needed layer of coordination to integrate LEAD with all of the other related programs and resources to strengthen each of them.

4. *Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Yes, the grant proposal will seek to sustain the Law Enforcement Aided Diversion (LEAD) Program started in 2018 with H3S, the District Attorney's Office and the Sheriff's Office contracting with Central City Concern to provide the services. The program has proved promising, but lacks fiscal sustainability.

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

Yes, the H3S division of Children, Family and Community Connections (CFCC) has Program Planners that have experience overseeing service contracts/agreements with non-profits, such as: Central City Concern who will be sub-contracted to provide the services.

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

Partnerships are not required for the purpose of the proposal, however this is a collaborative effort with H3S and the District Attorney's office and Central City Concern, the primary service provider. The grant would establish a new partnership that is not required, but an important part of the overall strategy.

3. *If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

This is not a pilot project.

4. *If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

H3S will continue to look for local, state and federal funding to ensure project sustainability after the grant ends in three years. Additionally, the funder may provide additional funding in future years towards made under this solicitation, through continuations awards.

Collaboration

1. List County departments that will collaborate on this award, if any.

Health, Housing and Human Services (H3S) and District Attorney's Office. The Sheriff's Office has agreed to support the application and the LEAD program.

Reporting Requirements

1. What are the program reporting requirements for this grant?

Data on performance measures will be required in a semiannual basis demonstrating program progress and success.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance will be evaluated through monitoring participant success as reported by the program provider and outcomes tracked through the District Attorney's Office.

3. What are the fiscal reporting requirements for this grant?

Quarterly financial reports; a final financial and progress report; and an annual audit report in accordance with the Part 200 Uniform Requirements.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, the grant will cover administrative costs and program staff with enough to implement community programming.

2. Are other revenue sources required? Have they already been secured?

There are no match requirements.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

There are no match requirements.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes there is a 10% indirect rate cap.

Program Approval:

Adam S. Freer

5.7.20

Adam S. Freer

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Adam S. Freer	5.7.20	Adam S. Freer
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Toni J. Hessevick	5/7/2020	<i>Toni Hessevick</i>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	
Name (Typed/Printed)	Date	Signature	

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

May 21, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with AntFarm, Inc to provide Youth Prevention Coordination for Rural Clackamas County in Sandy and Estacada

Purpose/Outcome	AntFarm, Inc. will provide Youth Substance Abuse Prevention services and coordination, using evidence-based prevention strategies, to build a response to prevention of alcohol and marijuana use, misuse and abuse by youth aged 12-20, living in Estacada and Sandy, Oregon.
Dollar Amount and Fiscal Impact	\$520,000 (approx. \$120,000 per year) Catalogue of Federal Domestic Assistance (CFDA) #93.243 No County General Funds are involved. No match required.
Funding Source	Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework – Partnership for Success Grant (SPF-PFS) (CFDA #93.243)
Duration	Effective date June 1, 2019 and terminates on September 30, 2024
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review and approval: May 6, 2020
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S9701

BACKGROUND:

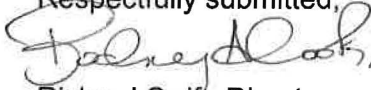
The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with AntFarm, Inc. to provide a coordinated response and services to lower substance abuse risk factors and increase protective factors among youth living in Sandy and Estacada, Oregon. In 2019, CFCC was awarded a five year SAMHSA grant to create substance abuse prevention coalitions and implement evidence-based prevention strategies in Sandy and Estacada, Oregon. The partnership with AntFarm, Inc. is a centerpiece of that project. They will coordinate the efforts locally to lower youth risk factors and increase protective factors among youth aged 12-20 in each community.

This Grant agreement is funded through SAMHSA and provides funding for services starting on June 1, 2020 and terminates September 30, 2024. This agreement has a maximum value of \$520,000.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S Deputy for

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT 20-030**

Project Name: **ANT FARM YOUTH PREVENTION COORDINATION FOR RURAL CLACKAMAS COUNTY**

Project Number: **9701**

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and **AntFarm Inc.** ("SUBRECIPIENT"), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Mike Morasko	Program Manager: Brian McCrady
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 650-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11th St. Oregon City, OR 97045 (503) 655-8020 (as of June 30) bmccrady@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Two Foxes Singing (Nunpa)	Program Manager: Valerie Salazar
AntFarm, Inc. 39140 Proctor Blvd Sandy, OR 97055 (971) 275-2893 nunpa@antfarmyouthservices.com	AntFarm, Inc. 39140 Proctor Blvd Sandy, OR 97055 (503) 668-9955 valerie@antfarmyouthservices.com
DUNS: 833059673	

RECITALS

Problem: Youth substance use and abuse is a significant problem in rural Clackamas County. Children, Family and Community Connections (CFCC) was awarded a five year Substance Abuse and Mental Health Services Administration (SAMHSA) grant to create substance abuse prevention coalitions and implement evidence based prevention strategies in Sandy and Estacada, OR. The partnership with ANTFARM, INC. will support staffing these efforts and providing resources to lower youth risk factors and increase protective factors among youth aged 12 – 20 in each community.

CFCC and ANTFARM, INC will work together to provide local trainings, resources and program to support each community to address underage drinking and marijuana use among youth. ANTFARM, INC, the SUBRECIPIENT is a not-for-profit agency that supports young people, families, adults, and communities to develop health and happiness through the discovery of hope.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **June 1, 2020** and shall expire on **September 30, 2024**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. SUBRECIPIENT shall comply with the requirements of Substance Abuse and Mental Health Services Administration ("SAMHSA") in accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of the SPF-PFS grant awarded to Clackamas County Children, Family and Community Connections have been provided to SUBRECIPIENT by COUNTY.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2024 Intergovernmental Agreement for the Financing of Substance Abuse and Mental Health Services Administration (Agreement No. 1H79SP081245-01; CFDA 93.243). The maximum, not to exceed, grant amount COUNTY will pay is \$520,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and

accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- g) **Exhibit B: Subrecipient Program Budget.** SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% for indirect cost recovery and further agrees to apply this rate to salary and fringe costs only. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of

this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.

- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Substance Abuse and Mental Health Services Administration access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and 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, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Substance Abuse and Mental Health Services Administration grant No. 1H79SP081245-01, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Substance Abuse and Mental Health Services Administration Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the

2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and

employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Substance Abuse and Mental Health Services Administration, 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 operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall 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 SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("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 SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Subrecipient Statement of Program Objectives
- Exhibit B – Subrecipient Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Monthly/Quarterly/Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Clackamas County Children, Family and Community Connections REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS
- Exhibit I – Insurance

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers

AntFarm, Inc.

CLACKAMAS COUNTY
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

By: 
Authorized Signature
(two foxes singing) Nunpa

Two Foxes Singing (Nunpa) 5/8/2020
Printed Name Date

39140 Proctor Blvd
Street Address

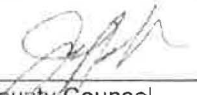
39140 Proctor Boulevard,
Sandy, OR 97055
Sandy OR 97055
City / State / Zip

phone
503-668-9955

Signing on Behalf of the Board:

Rod Cook, Director
Health, Housing & Human Service Department

Date

Approved to Form:

County Counsel

5/6/2020
Date

May 21, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to an Intergovernmental Agreement with
the State of Oregon, Housing and Community Services Department to administer
COVID-19 Rental Relief Program Funds

Purpose/Outcomes	Board approval of Amendment #1 and the Implementation Report, that will provide rental relief funding to eligible individuals and households impacted by COVID-19
Dollar Amount and Fiscal Impact	\$457,097 revenue
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division – State funds from the Emergency Fund. No County General Funds are involved.
Duration	May 1, 2020 through June 30, 2021
Previous Board Action	The original agreement was approved by the Board of County Commissioners on August 15, 2019.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by County Counsel on May 19, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9302, State# 5084

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department (OHCS), to administer COVID-19 Rental Relief Program Funds.

OHCS is Oregon’s housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS administers Federal and State antipoverty, homeless, energy assistance, and

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www.clackamas.us

community services programs. To receive these new homelessness prevention funds, SSD is required to submit an Implementation Report outlining the proposal to utilize the funding. The amendment and Implementation Report have been approved by Emergency Operations Command and County Counsel on May 19, 2020.

RECOMMENDATION:

Staff recommends the approval of Amendment #1 and the Implementation Report, and that Richard Swift, H3S Director, or his designee, be authorized to sign all documents on behalf of the Clackamas County.

Respectfully submitted,

 Rodney A. Cook, H3S deputy / FOR

Richard Swift, Director
Health, Housing and Human Services Department



**State of Oregon
Oregon Housing and Community Services Department
Master Grant Agreement
Amendment No. 1**

This is Amendment No. 1 (the “Amendment”) to the Master Grant Agreement No. 5084, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County** acting by and through its Health, Housing and Human Services Department (“Subgrantee”).

Recitals: It has now been determined by OHCS and Subgrantee that the Agreement referenced above shall be amended to add Program Element PE 15 COVID-19 Rental Relief Program, which provides state funds from the Emergency Fund to OHCS for rental assistance and safe shelter alternatives during the coronavirus (COVID-19) pandemic.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows effective May 1, 2020: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and ~~striking~~ unless a section is replaced in its entirety:
 - a. Exhibit A – Definitions table only shall be deleted in its entirety and replaced with the attached revised Exhibit A – Definitions dated May 1, 2020, which is attached to this Amendment 1 and incorporated by this reference.
 - b. Amend Exhibit A, entitled Program Elements, to add Program Element PE 15, COVID-19 Rental Relief Program, which is attached to this Amendment 1 and incorporated by this reference.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee 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 elderly rental assistance program.

SIGNATURE PAGE

SUBGRANTEE:

Clackamas County

Authorized Signature: _____
Date: _____
By (print name): _____
Title: _____
Email: _____
TIN#: _____

OHCS:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

Margaret Salazar, Director or designee Date

Reviewed and Approved By: Andrea Bell, Director of Housing Stabilization via email 05/07/2020
Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Emergency procurement exemption OAR 137-045-0070
Assistant Attorney General Date

2019-2021 MASTER GRANT AGREEMENT

Exhibit A, Definitions

May 1, 2020

Definitions

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the American Society of Heating and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Deferral”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.

“Department” or “OHCS”	All Programs	Means the Housing and Community Services Department for the state of Oregon.
“DHS”	HSP	Means the Department of Human Services for the state of Oregon.
“Disallowance of Costs”	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
“DOE”	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
“Elderly Household”	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.
“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, SHAP	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Extremely low income”	EHA, ERA, ESG, HTBA, LIRHF, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents

		and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, C19-RENTAL RELIEF	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.
“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households, or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Homeless”	EHA, ERA, ESG, HSP, LIRHF, SHAP	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, LIRHF, SHAP	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS approved implementation plan for the use of program funds with respect to applicable program elements.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“Low-income household”	CSBG	Means a household with an annual household income at or less than 125% of the federal poverty guidelines.
“Low-income household”	EHA, ERA, ESG, HTBA, LIRHF, SHAP	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 150% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a household with income that is at or below 200% of the federal poverty level.
“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, SHAP, C19-RENTAL RELIEF	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.

“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.
“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “subgrantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, LIRHF, C19-RENTAL RELIEF	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected

		pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic and floor insulation.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 15
COVID-19 RENTAL RELIEF PROGRAM

1. **Description.** COVID-19 Rental Relief Program provides state funds from the Emergency Fund to the Oregon Housing and Community Services for rental assistance and safe shelter alternatives during the coronavirus (COVID-19) pandemic.

2. **Scope of Work.**

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its implementation report as approved by OHCS and supplemented herein, together with applicable program requirements provided in ORS 458.650. The approved implementation report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:

1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
2. Assure that program services are available to very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the Subgrantee's implementation report prior to implementation.

3. **Program Specific Reporting.**

A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may request a reporting deadline extension when necessary. An extension request shall be approved by OHCS.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
 - 3) All other outcome measures indicated in the Subgrantee's approved implementation report.

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Oregon Housing and Community Services

COVID-19 Rent Relief Program

The impact of COVID-19 has been immediate and severe on Oregonians with low and modest economic means. Recognizing that lack of affordable housing and rent assistance was a pre-existing issue, now exacerbated by COVID-19, the Joint Emergency Board allocated \$12 million to Oregon Housing and Community Services of which \$8.5 million is being prioritized to provide rent relief. OHCS' COVID-19 Rent Relief Program (CVRRP) provides much needed rent assistance for people who experienced a loss of income, have compromised health conditions and are at risk of homelessness due to the COVID-19 virus.

Key program elements:

- Program aims to serve households up to 50% AMI
- MGA eligible components are Homeless Prevention Rent Assistance and Rapid Rehousing Rent Assistance

CVRRP Program Specific Eligibility	CVRRP Housing Status Eligibility	CVRRP Income Eligibility	CVRRP Eligible Program Components
<ul style="list-style-type: none">○ Loss of income due to COVID-19 related factors○ Compromised health status or elevated risk of infection and vulnerability to impacts to health as related to COVID-19	<ul style="list-style-type: none">○ Unstably Housed○ Imminent Risk of Homelessness○ Fleeing Domestic Violence	<ul style="list-style-type: none">○ At or below 50% AMI	<ul style="list-style-type: none">○ Homelessness Prevention Rent Assistance○ Rapid Re-Housing Rent Assistance

Homelessness Prevention:

Program funds are eligible for Homeless Prevention Rent Assistance services to enable households who housing is at risk due to COVID 19 impact.

Rapid Re-Housing:

Program funds are eligible for Rapid Re-Housing Rent Assistance to enable households who are literally homeless to transition directly to permanent housing.

Eligible Components and Categories:

Homelessness Prevention Rent Assistance and Rapid Re-Housing Rent Assistance categories include, but are not exclusive to:

- (1) Housing move-in costs such as rent payments and arrearages
- (2) Manufactured home rental space "lot rents"
- (3) Utility payments and arrearages (Other utility assistance programs must be deferred to first, utility assistance is only eligible when other utility assistance cannot be obtained and providing utility assistance is necessary to ensure stability in housing.
- (4) Moving costs, security and utility deposits and application fees
- (5) Housing relocation assistance (**COVID-19 Rent Relief Program Funds are not eligible for client services, case management and or Housing Navigator expenses**)

Note: An updated State Operations Program Manual addendum providing additional detail for program uses and restrictions will be forthcoming within the week.

May 7, 2020

Requestor Information (Implementation Report)

Agency – CCSSD

IR Amendment Contact Name: Brenda Durbin

Phone: 503-706-6746

Email: BrendaDur@clackamas.us

Section 1: Agency Information

Legal Entity Name:

DBA Name (if applicable)

Address, City, Zip: 2051 Kaen Rd., Oregon City, OR 97045

Section 2: COVID Related Community Needs

The COVID-19 pandemic and subsequent economic stagnation have brought about an unprecedented need for rental assistance statewide. However, every community is different and faces its' own unique challenges. Please keep your responses as concise as possible.

- 1. Please comment on your communities' specific needs and challenges as they relate to the COVID-19 crisis and assisting homeless populations with obtaining permanent housing in the present situation.**

Prior to COVID-19, Clackamas County lacked the resources and capacity to successfully house and support its existing houseless population. In 2019, the Coordinating Housing Access waitlist included 1,257 households on its program waitlists (452 chronically homeless, 448 literally homeless, non-chronic, and 357 imminently homeless households). COVID-19 will likely exacerbate this gap between capacity and demand by pushing more at-risk individuals and families into houselessness due to economic difficulties.

For the time period of March 1 through May 13, 2020, 211 Info fielded 326 contacts from Clackamas County residents seeking shelter and/or homeless services. This compares with 276 requests during the same time period in 2019.

The houseless population has experienced unique and difficult challenges during the COVID-19 pandemic. Clackamas County and its community partners have collaborated to ensure houseless individuals have access to food, hand washing stations, showers, face coverings and more to address their very basic needs. Clackamas has also temporarily housed using hotel vouchers 87 houseless individuals who are either experiencing symptoms or are at extreme high risk of contracting COVID-19. Outreach workers continue to engage with houseless individuals throughout the county. However, without additional funds and program capacity, the size and needs of this highly vulnerable population will only increase.

2. Please comment on your communities' specific needs and challenges as they relate to providing rental assistance to households whose housing status has been jeopardized by the health and economic impacts of COVID-19.

COVID-19 is wreaking havoc on the Clackamas County job market, as it is across the state, affecting thousands of residents. Between March 1 and May 9, 2020, 27,107 initial unemployment claims were filed by Clackamas County residents. Of these, 12,592 or 46% were filed by workers in job categories with median incomes below \$50,000. Based on the Oregon Housing and Community Services COVID-19 Homeless Prevention Assistance Planning Tool, using the assumptions of paying 50% of rent for 3 months, it would cost more than \$28 million to assist these 12,592 residents.

Further, the estimate based on current unemployment claims only indicates the minimum potential need. More claims are waiting to be processed, and Clackamas County, as part of the metro area, will likely remain under stay-at-home orders longer than other areas of the state. It is anticipated that unemployment claims will continue to be made in high number. Further, some residents, including workers in the "gig economy," have limited access to unemployment assistance.

While Clackamas County has an eviction moratorium in place to provide some protection for those affected by COVID-19, residents are fearful for their housing situations and are seeking assistance with rent in high numbers, as evidenced by contacts with 211 Info. Between March 1 and May 13, 2020, Clackamas residents made 3,283 contacts with 211 Info; of these 904 or 28% were housing related. This compares to 591 housing related contacts made during the same time period in 2019. For the noted time period in 2020, 528 contacts were seeking assistance with rent, compared with 288 contact for the same time period in 2019. Further, 140 of the contacts were listed as need unmet, with rent assistance the top unmet need.

The Coordinated Housing Access Line has also reported an uptick in both the number of calls it has received and the number of people seeking rental assistance. Rough estimates indicate that about 40% of the callers are seeking rental assistance.

The need for rent assistance is overwhelming and is anticipated to increase as Clackamas residents endure COVID restrictions. CCSSD's biggest challenge is the lack of funds to meet the need.

Section 3: Use of Funds

The scope and severity of the crisis call for a coordinated response utilizing federal and state funding sources and programs.

3. Please briefly describe how your agency will utilize these funds and how those uses relate to any strategies you have developed for the use of other funding sources focused on responding to the COVID-19 crisis.

CCSSD will use these funds to prevent the onset of homelessness for county residents who are experiencing the negative economic and health impacts of COVID-19 and meet the COVID-19 Rent

Relief Program (CVRRP) eligibility requirements. Specific attention will be provided to county residents who must quarantine or self-isolate to keep themselves and others safe.

Focused outreach will be conducted to ensure awareness of the program among highly vulnerable populations, including agricultural and food processing workers; unaccompanied youth; and people from communities of color.

Using these dollars for direct rental assistance will keep households from entering Clackamas County's already overcapacity houseless system. It will keep individuals and families in safe shelter, thus reducing some of their risk of exposure to the virus. It will also allow other anticipated funds, such as CSBG and EFSP dollars, to be used to meet basic essential needs such as food and hygiene products for low-income residents. CCSSD identified populations for focused outreach for the following reasons:

Agricultural and food processing workers: As essential workers, these residents must often continue to work in groups without social distancing and are therefore at higher risk of exposure to the virus. Low wages in this sector also make these essential workers more vulnerable to homelessness without additional resources.

Unaccompanied youth: These youth are disadvantaged during pandemic because they often work in low-wage jobs in industries that have been particularly hard hit by the pandemic closures. Further, while they don't receive support from their parents/guardians, they are often claimed on their parents' tax returns, making these youth ineligible for stimulus economic impact payments.

People from communities of color: National and local reports show that people from communities of color are experiencing more severe health impacts from COVID-19. Health care costs and time away from work due to illness can quickly throw vulnerable families into financial crisis. Coordinated Housing Access (CHA) waitlist analyses have also shown that communities of color are disproportionately impacted by homelessness and housing insecurity in Clackamas County.

4. Please identify any challenges regarding capacity to utilize these funds and ways that OHCS might help to support you.

The main barrier in using these funds is staff capacity. As all funds must be used for direct assistance, CCSSD and its community partners will need to rely on existing staff to administer the assistance.

Section 4: Targeting Services

Data shows that the impacts of the COVID-19 crisis reach across demographics and sectors of the economy, and that some groups experience these impacts more than others do. CVRRP has an income eligibility requirement of 50% or less of AMI.

5. Please describe the strategies your agency will use to reach and serve those households who are impacted by income loss or health issues related to COVID-19, and who are at or below 50% of area median income (AMI)?

CCSSD will work with the county's Public Information Officer and its Emergency Operations Center to disseminate information about the program through its regular communication channels, including social media, website posts, press releases and email distribution lists. Information will also be shared through the Continuum of Care's weekly digest, which is sent to more than 350 social service providers and interested parties. CCSSD will also work closely with community partners who have established relationships with populations who are hard hit by the pandemic to ensure broad awareness and understanding of program access.

CCSSD and its partners will use the Coordinated Housing Access (CHA) system to screen and assess potential program recipients. This will ensure that all receiving assistance will meet the program eligibility requirements.

6. How will these efforts be inclusive of people of various cultural backgrounds, in the 50% or less AMI bracket, who live in the areas you serve?

By conducting focused outreach to hard hit communities and using culturally responsive best practices, CCSSD and its partners will ensure implementation of the CVRRP is inclusive of all in the county in need of assistance.

CCSSD will work with the Youth Homelessness Demonstration Project's Youth Action Board to identify strategies to reach and support youth in housing crisis. The agency is participating in a community collaboration to provide COVID-19 emergency response within the Latinx community. This collaboration includes representatives from Catholic Charities, Canby Ahora, Familias en Accion, Oregon Human Development Corporation, as well as several county divisions. CCSSD is also participating actively on the county Emergency Operations Committee's workgroup addressing the needs of vulnerable populations. These connections ensure CCSSD and its community partners are aware of the needs within various communities and can disseminate information about the rent relief program quickly and widely.

CHA has in-house Spanish language capacity, and it uses a language interpretation service that facilitates access to services in more than 200 languages. CHA staff are trained and experienced in working with a diverse population to ensure respectful, competent access to services for all.

Utilizing partnerships can be an effective strategy for reaching different populations across a community.

7. Will you leverage new or existing partnerships, both culturally specific and non-culturally specific, in support of your efforts, how so?

Yes, CCSSD will work with its existing community partners, Northwest Housing Alternatives (NHA), Clackamas Women's Services (CWS), and Northwest Family Services (NWFS), to distribute these funds to individuals and families in need. Both CWS and NWFS have culturally specific programming serving the Latinx community. CCSSD will also engage with youth providers currently involved in the county's Youth Homelessness Demonstration Project to determine the best methods to reach the unaccompanied youth population. Information about CVRRP and how to access it will be distributed widely through the CoC Digest, to which many of our partners subscribe (mentioned in #5 above).

8. How will these efforts reach across and serve people in the various geographic areas that your agency covers?

CHA is the established access point for homeless and at-risk housing services in the county. It is well marketed throughout the county and social service providers consistently refer clients to it for assistance. Calls to CHA are tracked and monitored quarterly to analyze need distribution by community. In the most recent quarter for which data is available, July-September, 2019, 57% of calls originated in the county's most populated areas – Clackamas, Milwaukie and Oregon City. The remaining 43% came from the rest of the county, indicating a wide geographic range of use.

CCSSD, in working with the county's Public Information Officer, will ensure that communication reaches all of the communities in the county to ensure maximum awareness of the program.

Section 5: Budget

State the % of Program Funds to be allocated to Homeless Prevention Rental Assistance:100

State the % of Program Funds to be allocated to Rapid ReHousing Rental Assistance:0

Signature Approval

CAA Coordinator Signature: Erika Silver

CAA ED Signature: Brenda Durbin

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S - Social Services Division

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: COVID-19 Rental Relief Program Funds

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Jessica Diridoni

Requestor Contact Information: jdiridoni@clackamas.us

Department Fiscal Representative: Jennifer Snook

Program Name or Number (please specify): COVID 19 RENT RELIEF PROGRAM-05469

Brief Description of Project:

Oregon Housing and Community Services has allocated funding through an existing IGA with the County. COVID-19 Rental Relief Program Funds under Amendment #1 will provide rental relief funding to eligible individuals and households impacted by COVID-19. Social Services will distribute funding to existing subrecipients and also retain a portion of funding internally. Funding will serve communities and populations impacted by COVID-19 that meet the State's eligibility requirements.

Name of Funding Agency: Oregon Housing and Community Services

Agency's Web Address for funding agency Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Jessica Diridoni

5-18-2020

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:	<u>N/A</u>	Funding Agency Award Notification Date:	<u>May 7, 2020</u>
Announcement Date:	<u>May 7, 2020</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>COVID-19 Rental Relief Program Funds</u>	Max Award Value:	<u>457,097</u>
Allows Indirect/Rate:	<u>No</u>	Match Requirement:	<u>none</u>
Application Deadline:	<u>ASAP</u>	Other Deadlines:	<u></u>
Award Start Date:	<u>May 1, 2020</u>	Other Deadline Description:	<u></u>
Award End Date:	<u>June 30, 2021</u>	Program Income Requirement:	<u>50% Area Median Income</u>
Completed By:	<u>Jessica Diridoni</u>		
Pre-Application Meeting Schedule:	<u></u>		

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.

2. What, if any, are the community partners who might be better suited to perform this work?

Social Services will utilize existing subrecipients and collaborate with community partners.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Individuals/households must be assessed for eligibility. The main objective is homelessness prevention due to impact of COVID-19.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The purpose of the funding is to provide rent relief to low income households impacted by COVID-19.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Social Services will retain some funding to assist eligible individuals and households, and a portion will be distributed to existing subrecipients, Clackamas Women's Services, Northwest Housing Alternatives, and Northwest Family Services.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

While not required, Social Services plans to partner with the Youth Advisory Board and Oregon

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Funds are already allocated by the State. Program continuation is unknown at this time.

Collaboration

1. List County departments that will collaborate on this award, if any.

Community Development, Housing Authority of Clackamas County, Public and Government Affairs

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Quarterly and annual reporting based on entries in Homeless Management Information System database. Additional requirements for reporting and performance may be addressed

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance measures are defined by funder. Evaluate client destination at client exit and 6 months after exit.

3. What are the fiscal reporting requirements for this funding?

Same requirements as other fund sources within the current Intergovernmental Agreement with funder.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No. Administrative funds will not be available to grantees. Funds are solely targeted to service delivery. The lack of administrative funds could be prohibitive regarding the capacity of

Program Approval:

Erika Silver

5-18-2020

Erika Silver

Digitally signed by Erika Silver
Date: 2020.05.18 15:03:18 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	5-18-2020	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2020.05.18 16:45:40 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.

E-Board

Origination Date	5/5/2020	Originator	Megan Bolton
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Biennium	2019-2021
Program Year	2020
Grant period	
Allocation Description	Joint Emergency Board - \$8.5 million

Total Award Amount	\$ 8,500,000.00
OHCS Admin/Discretionary %	0.00%
Agency Admin %	0.00%
OHDC Amount (if applicable)	\$ 455,813.00

Program Award Amount	\$ 8,500,000.00
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OHCS Admin/Discretionary Amt	\$ -
Net Agency Amount	\$ 8,500,000.00
• Agency Admin Amount	\$ -
• Agency Program Amount	\$ 8,500,000.00

Agency	Admin	Program	Total	% of Agency Funds
ACCESS	\$ -	\$ 459,585.00	\$ 459,585.00	5.41%
CAO	\$ -	\$ 764,957.00	\$ 764,957.00	9.00%
CAPECO	\$ -	\$ 186,271.00	\$ 186,271.00	2.19%
CAT	\$ -	\$ 299,610.00	\$ 299,610.00	3.52%
CCNO	\$ -	\$ 162,250.00	\$ 162,250.00	1.91%
CCSSD	\$ -	\$ 457,097.00	\$ 457,097.00	5.38%
CINA	\$ -	\$ 96,070.00	\$ 96,070.00	1.13%
CSC	\$ -	\$ 583,383.00	\$ 583,383.00	6.86%
KLCAS	\$ -	\$ 196,738.00	\$ 196,738.00	2.31%
LCHHS	\$ -	\$ 929,025.00	\$ 929,025.00	10.93%
MCCAC	\$ -	\$ 140,357.00	\$ 140,357.00	1.65%
MULTCO	\$ -	\$ 1,639,002.00	\$ 1,639,002.00	19.28%
MWVCAA	\$ -	\$ 771,012.00	\$ 771,012.00	9.07%
NIMPACT	\$ -	\$ 438,696.00	\$ 438,696.00	5.16%
OHDC	\$ -	\$ 455,813.00	\$ 455,813.00	5.36%
ORCCA	\$ -	\$ 233,165.00	\$ 233,165.00	2.74%
UCAN	\$ -	\$ 489,779.00	\$ 489,779.00	5.76%
YCAP	\$ -	\$ 197,192.00	\$ 197,192.00	2.32%
TOTAL	\$ -	\$ 8,500,002.00	\$ 8,500,002.00	100.00%

