

August 18, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with Central City Concern for the continuation service delivery of the Law Enforcement Assisted Diversion Program (LEAD)  
Agreement is funded with Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) Federal Funds, budgeted Clackamas County General Funds, and Supportive Housing Services (Metro) funds  
Agreement has a maximum value of \$1,543,469.14

<b>Purpose/Outcome</b>	Central City Concern will continue to provide case management services for individuals that meet LEAD program criteria. LEAD effectively targets individuals experiencing houselessness engaging in low-level criminal activity and helps them improve their circumstances and move toward safety and healing.
<b>Dollar Amount and Fiscal Impact</b>	\$1,543,469.14 Includes budgeted County General Funds
<b>Funding Source</b>	U.S. Dept of Justice: Office of Justice Programs <ul style="list-style-type: none"> <li>Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP). Agreement No. 2020-AR-BX-0056 (CFDA 16.838) (\$214,241.14)</li> </ul> Clackamas County General Fund <ul style="list-style-type: none"> <li>Affordable Housing and Services Fund (\$395,000)</li> </ul> Supportive Housing Services (Metro) <ul style="list-style-type: none"> <li>Justice System Diversion Supportive Services (\$934,228)</li> </ul>
<b>Duration</b>	Effective 8/15/2022 through December 31, 2023
<b>Previous Board Action/Review</b>	Board Issues: 8/16/2022
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 8/2/2022: AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Sub-Recipient Grant agreement
<b>Contact Person</b>	Vahid Brown 971-334-9870
<b>Contract No.</b>	H3S10791

**BACKGROUND:**

The Housing & Community Development Division (HCDD) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with Central City Concern (CCC). Since 2019, Clackamas County's Law Enforcement Division Program (LEAD) has improved community health and safety by diverting hundreds of individuals struggling with Substance Use Disorder from the criminal justice system to case management services. LEAD strives to connect systems and initiatives to advance a

*Healthy Families. Strong Communities.*

comprehensive, coordinated response to the crisis of substance abuse across the County. Central City Concern has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system.

This Grant agreement is funded through U.S. Department of Justice, Clackamas County and Supportive Housing Services provides funding for services starting on August 15, 2022 and terminates December 31, 2023. This agreement has a maximum value of \$1,543,469.14.

**RECOMMENDATION:**

Staff recommends the Board approve this Agreement and authorizes Tootie Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
FEDERAL SUBRECIPIENT GRANT AGREEMENT 23-004**

Project Name: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)  
H3S Contract Database Number: 10791

This Agreement is between **Clackamas County**, Oregon, acting by and through its  
Department of Health, Housing and Human Services (“COUNTY”), and  
**Central City Concern** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

**Clackamas County Data**

Grant Accountant: Joseph Rosevear	Program Manager: Vahid Brown
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Housing & Community Development Division 2051 Kaen Road Suite 239 Oregon City, OR 97045 (971) 334-9870 vbrown@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: Aja Stoner	Program Representative: Drew Grabham
Central City Concern 232 NW 6 <sup>th</sup> Avenue Portland, Oregon 97209 503-294-1681 Aja.Stoner@ccconcern.org DUNS: 054344676	Central City Concern 33 NW Broadway Portland, Oregon 97209 (971) 387-6086 Drew.grabham@ccconcern.org

**RECITALS**

Problem: Since 2019, Clackamas County’s Law Enforcement Diversion Program (“LEAD”) has improved community health and safety by diverting eligible individuals from arrest and incarceration to engagement in supportive services. LEAD has been rebranded to the Clackamas Let Everyone Advance with Dignity Program, engaging individuals at risk of arrest due to complex behavioral health issues including those experiencing or at risk of experiencing homelessness or struggling with Substance Use Disorder (“SUD”). This unique program employs outreach, intensive case management, system navigation and coordination to help move participants towards healing and recovery. Participants are offered case management and linkages to comprehensive supportive services. LEAD’s trauma-informed approach builds trusting and healing relationships that increase the number of individuals that choose to engage in care coordination. LEAD offers both a public safety and a public health response to the crisis of substance use, homelessness, and incarceration. In addition, through its LEAD program, COUNTY seeks to provide supportive services for people experiencing or at risk of homelessness to find and keep safe and stable homes.

COUNTY was awarded a three year US Department of Justice (“DOJ”), Office of Justice Programs (“OJP”), Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant (“COSSAP”) to retain and enhance the LEAD program and fund coordination of LEAD plus. LEAD plus strives to connect systems and initiatives to advance a comprehensive, coordinated response to the crisis of substance abuse across Clackamas County.

COUNTY has also received Measure 26-210 (also known as the Supportive Housing Services Measure) funding from Metro to provide supportive services for people experiencing or at risk of homelessness.

SUBRECIPIENT is a not-for-profit agency providing comprehensive solutions to ending homelessness and achieving self-sufficiency and has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system. Since January 1, 2021, COUNTY's Children, Family and Community Connections division ("CFCC") has funded SUBRECIPIENT to implement the LEAD program ("Program") through providing case management services for individuals enrolled in the Program. The Program meets individuals where they are in their journey and offers intensive case management and system navigation for LEAD participants experiencing a high level of acuity related to unmet social, behavioral and physical health needs.

In addition, SUBRECIPIENT has accepted a program offer (03-2022-03) from COUNTY's Supportive Housing Services ("SHS") program to provide Justice System Diversion Supportive Services. These services focus on diverting households experiencing or at risk of experiencing homelessness from arrest and incarceration toward voluntary engagement in case management and housing services and align with the LEAD program service delivery model.

This new agreement combines all sources of funding allocated for LEAD services into one agreement. It also shifts program management from CFCC to the Housing & Community Development Division, which operates the SHS program. SUBRECIPIENT will work with system and community partners to provide case management services for individuals that meet program criteria. SUBRECIPIENT will use funds to build on the existing team and create new pathways to services.

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

#### AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **August 15, 2022** and expiring **December 31, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 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. Furthermore, SUBRECIPIENT shall comply with the requirements of OJP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at Title 34, which is the source of the grant funding, in addition to all terms and conditions in **Exhibit I: Federal Terms and Conditions**. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** The maximum, not to exceed, amount COUNTY will pay is **\$1,543,469.14**. COUNTY's funding for this Agreement is as follows:
  - US Department of Justice, Office of Justice Programs

- Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (**\$214,241.14**), Agreement No. 2020-AR-BX-0056; CFDA 16.838).
  - Clackamas County General Fund
    - Affordable Housing Policy Level Proposal (**\$395,000**)
    - Supportive Housing Services (Metro)
      - Justice System Diversion Supportive Services, Program Offer #03-2022-03 (**\$934,228**)
- 5. Disbursements:** 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**. Failure to comply with the terms of this Agreement may result in withholding of payment.
- 6. 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.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
- Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.
- 8. 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.
- 9. 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 8.
- 10. 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. SUBRECIPIENT shall also adhere to the guidance in Exhibit J regarding allowed costs and limits on direct client support.
- 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's use of funds may not exceed the amounts specified in **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.
- g) **Indirect Cost Recovery.** SUBRECIPIENT has obtained a federally-negotiated indirect cost rate agreement applicable to this Agreement, dated 6/10/22. The negotiated rate of 19% is applicable to all eligible program costs and has been incorporated into **Exhibit B:** Subrecipient Program Budget.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **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 and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (month and final) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- k) **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 Payment Request on a biweekly basis.
- l) **Specific Conditions.** SUBRECIPIENT will provide general ledger backup with line item detail to support each claim for reimbursement.
- 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, 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.
- n) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.

- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules 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 <http://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, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Drug-Free Workplace.** SUBRECIPIENT agrees to implement Governmentwide Requirements for Drug-Free Workplace found at 31 CFR Part 20.
- r) **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 the 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.
- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, 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.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and



writings for a minimum of three (3) 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 200.334-338.

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 and all accompanying amendments, 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 the 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, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement..

## 11. 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 regulations and administrative rules established pursuant to the foregoing laws; and (ix) 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.
- 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," and any further implementing regulations issued by the U.S. Treasury Department.
- 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, the recipient 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.



- 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) create a problem for the design or 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 the 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 200.1](#)) 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(e)) 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:
  - a. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - b. Procure a commercial sex act during the period of time the award is in effect; or
  - c. Used forced labor in the performance of the Agreement or subaward under this Agreement.

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.

## 12. Federal and State Procurement Standards

- a) To the extent applicable, 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, 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.

### 13. 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 and Metro 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 (1) SUBRECIPIENT's breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) 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.
- 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: Required 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 the 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.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Exhibits.

This document is comprised of the following exhibits and attachments:

- Exhibit A – Statement of Program Objectives
- Exhibit B – Goals and Benchmarks
- Exhibit C – Subrecipient Budget
- Exhibit D – Lobbying Certificate
- Exhibit E – Required Financial Reporting and Reimbursement Request
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Required Subrecipient Agreement Provisions
- Exhibit I – Required Insurance
- Exhibit J – Use of Beneficiary Program Expense Funding Policy

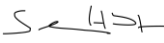
*(SIGNATURE PAGE FOLLOWS)*

**SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT**

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

**Central City Concern**  
Attn: Legal Affairs  
232 NW 6<sup>th</sup> Street  
Portland, Oregon 97209  
503-294-1681  
contracts@ccconcern.org

**CLACKAMAS COUNTY**  
Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Schull

By:   
\_\_\_\_\_  
Sean Hubert, VP & Strategy Officer                      Date  
Central City Concern

\_\_\_\_\_  
Tootie Smith, Chair                      Date  
Clackamas County Board of Commissioners

**Approved to Form:**  
  
\_\_\_\_\_  
County Counsel                      Date  
08/02/2022

## **EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES**

### Service Description

LEAD helps individuals identify and work toward goals they identify for themselves, and in the process re-establishes trusting and healing relationships with social service providers. The goal is to help offer bridge support and healing until a participant is ready to engage in a more traditional model of care. LEAD staff are able to provide a unique and needed new approach to supportive care, and are able to accompany participants to meetings, appointments, hearings and other events. This approach is vital towards helping create new pathways to success for participants.

### Eligibility

Most LEAD referrals are people experiencing homelessness. Participants must all have one or more disabling conditions, including substance use disorder, a serious mental health disorder, or chronic physical conditions such as dementia, cardio-obstructive pulmonary disease (“COPD”), or chronic pain. Most participants have co-occurring disorders.

- Individuals will be assessed based on current situations, case-by-case, addressing their ability to engage, interact, and their level of motivation and need.
- Individuals currently already engaged in a Clackamas County Specialty Court.
- Program will accept referrals from Coordinated Housing Access (“CHA”) and partner street outreach programs, as coordinated by COUNTY’s Housing Services Team. SUBRECIPIENT will also accept self-referrals, referrals from current program participants and referrals from agencies that provide services to participants.

### Scope of Work

SUBRECIPIENT will coordinate with system partners to create referral pathways to the LEAD program. Historically, LEAD offered a referral pathway through law enforcement and partners who operate throughout the continuum of criminal justice interventions. Individuals are now allowed to self-refer and current participants may refer members of their communities. Behavioral health and social service providers also have pathways to refer to the program. SUBRECIPIENT will have clear processes in place for receiving referrals, incorporating referrals from CHA and partner street outreach providers.

Participation in the LEAD program is voluntary. Individuals who agree to the program (i.e. program participants) will have an understanding about their responsibility in maintaining program eligibility. Participants will complete the appropriate release of information, consent forms, and other relevant forms to provide for an open flow of communication and successful service delivery between participant and provider.

SUBRECIPIENT will provide appropriate disclosure documents and consents necessary to any individual identified as eligible for LEAD. Once individuals consent to program services, a case manager will be assigned to the client.

SUBRECIPIENT will provide proactive and intensive outreach to 200 unique individuals over a 12 month period. A Screening and Outreach Coordinator will provide additional support that increases participant engagement in services. Outreach services include delivery of gear and services to meet both immediate and on-going housing needs. See attached Use of Beneficiary Program Expense Funding policy (Attachment A).

SUBRECIPIENT will utilize a fully-integrated approach to assessment addressing participants’ needs, including substance use, mental health, physical health and basic needs. This includes system navigation into services (medical, behavioral health, housing, employment and more) and helping the participants access and follow up with social services and justice system requirements. Case managers will provide street outreach and intensive case management services to individuals who have difficulty accessing services. Case Manager will also provide intensive follow-up and wrap around supports to

patients that are housed, and remains an engaged support while individuals transition into long-term housing support.

SUBRECIPIENT will provide housing services for program participants. SUBRECIPIENT's Housing Specialist will help place and support 60 participant households that remain unsheltered per 12 month period and retain individuals in housing by providing ongoing support to participants that are housed for up to 12 months after housing placement.

SUBRECIPIENT will ensure all program staff are adequately trained in SUBRECIPIENT's approved program practices and will ensure staff are effectively implementing these practices. SUBRECIPIENT will employ motivational enhancement techniques and ensure all program staff are adequately trained and supervised in these techniques.

SUBRECIPIENT will screen and assess all individuals willing to participate. Assigned case managers will schedule an assessment no more than 15 days following the initial screening. For individuals who did not attend their assessment meeting, case managers will attempt to reach out and contact the individual to participate.

SUBRECIPIENT will provide clinical and administrative supervision, utilize direct observation, coordinate daily huddles to staff individuals and discuss barriers, and participate in care coordination meetings weekly with the LEAD operational team. SUBRECIPIENT will also participate in program matching/case conferencing, and partner meetings.

Length of services will vary depending on individual need, and placement decisions for substance use referrals will be based on use of the American Society for Addictions Medicine ("ASAM") Patient Placement Criteria ("PPC") 3rd Edition.

Program services shall include assessment, a Self-directed Action Plan ("SDAP"), case management and referrals to support service needs, including but not limited to substance use, mental health, physical health, employment, housing, vocational rehab, food, basic needs and clothing. Care coordination for all medical and/or behavioral health services shall also be provided by SUBRECIPIENT.

SUBRECIPIENT will employ the following in the provision of services/brokerage:

*Participant-identified and driven.* Once any acute needs of clients have been addressed, the case manager will work with each participant to design an SDAP which will clearly identify the individual's goals while being involved in LEAD. The plan may include assistance with housing, treatment, education, job training, job placement, licensing assistance, small business counseling, child care, or other services.

*Intensive case management.* LEAD Case Managers will have varying levels of expertise, training, and education in order to assemble a diverse, competent multi-disciplinary team to provide comprehensive assessment, planning and service brokerage. Case managers will link diverted individuals to housing, vocational and educational opportunities and services, treatment, and community services. Participants engaged in problematic drug use require a more holistic approach to case management. Individuals may not only need access to medication supported recovery and other drug treatment options; they may also need access to food, housing, legal advocacy, job training, and other services. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life.

*Peer outreach and support.* There is substantial evidence that highly marginalized populations can be engaged by peers whom the individuals view as knowledgeable about their situation and as credible witnesses to the value of similar programs. Ongoing peer engagement provides support for behavioral changes.

*Trauma-informed care perspective.* Addressing and understanding client's underlying psychological trauma by listening to clients and working to integrate their voices into their service delivery plan.

*Culturally-Responsive Services.* Culturally-responsive services are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities.



That is, communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.

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

- Program may not require participants to be clean and sober or pass urinalysis or breath-testing. Additionally, LEAD program must incorporate harm reduction into their service delivery.
- Program may have rules to ensure a safe environment but these rules must be in plain language and as streamlined as possible. Rules must align with Fair Housing law pertaining to emergency shelters.
  - SUBRECIPIENT will document and certify eligibility of each adult household member as either Population A or Population B:
    - Population A of the Supportive Housing Services program is defined as a household with extremely low income, one or more disabling conditions, and experiencing or at imminent risk of experiencing long-term or frequent episodes of literal homelessness.
    - Population B is defined as a household experiencing homelessness or having a substantial risk of experiencing homelessness.
- All uses of Client Support/Beneficiary Program Expense funding for client services must adhere to the Clackamas County Supportive Housing Services Use of Beneficiary Program Expense Funding policy (Attachment A).
- Housing navigation and ongoing case management services funded by Metro must be provided within the Metro service district boundaries. Street outreach can be provided throughout Clackamas County regardless of the source of funds.

**EXHIBIT B**

**GOALS AND BENCHMARKS**

Outcome	Goal	Data Entry
Optimal Capacity- Street outreach	Each outreach worker makes at least 20 contacts and 3 new engagements each month	HMIS
Effective Services	Work toward an average length of time between engagement with Housing Specialist and housing move-in date is 90 days	HMIS
Housing Navigation	At least 80% of engaged households are housed within 120 days of receiving an RLRA voucher, 95% housed within 180 days of receiving an RLRA voucher.	
Ending Homelessness	At least 45% of engaged households, exit street outreach to a permanent or transitional (more than 90 day stay) housing option within 180 days of engagement.	HMIS
Ending Homelessness	At least 95% of households who exit to permanent housing, remain in permanent housing as of 6 month follow-up assessment	HMIS
Ending Homelessness	At least 95% of households will maintain housing within the program or be matched with supportive housing case management provided by another agency for at least 12 months, or exit the program to a permanent housing destination	HMIS

Benchmarks and Timeline:

1. Hire and have 50% of contracted staff on board within 90 days of Agreement execution
2. Hire and have 100% of contracted staff on board within 180 days of Agreement execution
3. Enroll first program participant within 30 days of Agreement execution
4. First household housed through the program within 90 days of Agreement execution
5. Place 50% of program housing navigation capacity, or 30 households, in permanent housing within 8 months of Agreement execution
6. Place 100% of program housing navigation capacity, or 60 households, in permanent housing within 12 months of Agreement execution
7. At least one staff completes HMIS training within 30 days of Agreement execution
8. At least one staff completes CHA training within 30 days of Agreement execution
9. Complete Housing First Aid/Diversion training within 180 days of Agreement execution
10. Report, during regular meetings or through email with HST, if any of the goals above are not met.
11. Complete and submit for approval first draft of agency program manual within 180 days of Agreement execution

The program will be expected to follow the timeline above, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
  - Monitoring meeting with the Housing and Community Development Housing Services Team (“HST”) to identify barriers and possible solutions
- Second time missing a benchmark
  - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (“PIP”)
- Third time missing a benchmark
  - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Agreement termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. SUBRECIPIENT is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

HST Responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Adhere to all applicable Fair Housing laws
3. Support SUBRECIPIENT in creating policy manual, including sharing examples
4. Provide quarterly “data progress reports” pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and Housing First Aid/diversion training
7. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
8. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
9. Connect all contracted programs with the overall system of services for people experiencing homelessness
10. Support both formal and informal partnerships between provider organizations, including those newly formed
11. Facilitate connections to broader systems of care, including but not limited to:
  - a. Housing
  - b. Workforce
  - c. Education
  - d. Foster care
  - e. Department of Human Services
  - f. Domestic Violence
  - g. Community corrections

- h. Healthcare, both physical and mental
  - i. Substance use Disorder treatment
12. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
  13. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
  14. Assist with program access prioritization, as needed
  15. Incorporate participant voice in SHS programming decisions
  16. Maintain effective working relationships with contracted providers
  17. Attend training and community/systems meetings
  18. Provide or assist with creation of necessary participant/program forms
  19. Support SUBRECIPIENT in identifying and re-matching households in that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across contracted providers.
  20. Coordinate with SUBRECIPIENT to participate in by-name-list case conferencing meetings
  21. Apply the process as outlined in the Benchmark section described above

**EXHIBIT C  
 SUBRECIPIENT PROGRAM BUDGET**

Budget						
Contractor: Central City Concern		Budget Period:				
Address: 232 NW 6th Avenue		August 15, 2022 to December 31, 2023				
Portland, OR 97209						
Term: 8/15/22-12/31/23						
Budget Category	COSSAP	County General Funds Expenditure Period: 8/15/22-6/30/23	County General Funds Expenditure Period: 7/1/23-12/31/23	Supportive Housing Services	Totals	
<b>Direct Costs</b>						
<b>Personnel and Fringe</b>						
Program Supervision (1.0 FTE)	\$ 72,000.00		\$ 14,458.75		\$ 86,458.75	
Benefits @ 32%	\$ 23,040.00		\$ 4,626.80		\$ 27,666.80	
<b>Housing Navigation</b>						
Housing Specialist (1.0 FTE)				\$ 64,473.15	\$ 64,473.15	
Benefits @ 32%				\$ 20,631.41	\$ 20,631.41	
<b>Outreach and Engagement</b>						
Case Manager (5.0 FTE)				\$ 315,479.22	\$ 315,479.22	
Peer Support Specialist (1.0 FTE)				\$ 52,417.47	\$ 52,417.47	
Screening and Outreach Coordinator (1.0 FTE)				\$ 66,191.23	\$ 66,191.23	
Benefits @ 32%	\$ -	\$ -	\$ -	\$ 138,908.13	\$ 138,908.13	
<b>Total Personnel and Fringe</b>	<b>\$ 95,040.00</b>	<b>\$ -</b>	<b>\$ 19,085.55</b>	<b>\$ 658,100.61</b>	<b>\$ 772,226.16</b>	
<b>Program costs</b>						
Client Support/Program Expenses		\$ 79,666.39	\$ 73,368.44		\$ 153,034.83	
Office/Furnishings	\$ 4,694.33		\$ 2,000.00		\$ 6,694.33	
Equipment		\$ 7,300.00			\$ 7,300.00	
Vehicle Costs	\$ 40,000.00		\$ 22,168.40		\$ 62,168.40	
Rent	\$ 37,500.00	\$ 24,000.00	\$ 22,500.00		\$ 84,000.00	
Utilities	\$ 2,800.00		\$ 1,400.00		\$ 4,200.00	
Health Services Direct Allocation		\$ 35,000.00	\$ 16,744.00		\$ 51,744.00	
Employee Training/Morale		\$ 20,000.00	\$ 8,700.00		\$ 28,700.00	
<b>Housing Navigation</b>						
Client Support/Beneficiary Program Expenses				\$ 63,482.59	\$ 63,482.59	
<b>Outreach and Engagement</b>						
Client Support/Beneficiary Program Expenses				\$ 63,482.59	\$ 63,482.59	
<b>Total Program Costs</b>	<b>\$ 84,994.33</b>	<b>\$ 165,966.39</b>	<b>\$ 146,880.84</b>	<b>\$ 126,965.18</b>	<b>\$ 365,077.58</b>	
<b>Total Direct Costs</b>	<b>\$ 180,034.33</b>	<b>\$ 165,966.39</b>	<b>\$ 165,966.39</b>	<b>\$ 785,065.79</b>	<b>\$ 1,297,032.90</b>	
<b>Indirect Costs</b>						
19.0% Federal Indirect Rate	\$ 34,206.52	\$ 31,533.61	\$ 31,533.61	\$ 149,162.50	\$ 246,436.25	
<b>Totals</b>	<b>\$ 214,240.85</b>	<b>\$ 197,500.00</b>	<b>\$ 197,500.00</b>	<b>\$ 934,228.29</b>	<b>\$ 1,543,469.15</b>	

**EXHIBIT D  
 LOBBYING CERTIFICATE**

<b>PROJECT NAME: LAW ENFORCMENT DIVERSION PROGRAM (LEAD)</b> Federal Funding Source: Office of Justice Programs Grant Award (CFDA 16.838)	<b>AGREEMENT No 23-004</b>
<b>SUBRECIPIENT: Central City Concern</b>	

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

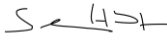
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<u>Central City Concern</u>	<u>LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</u>
Organization Name	Award Number or Project Name
Sean Hubert, Vice President & Strategy Officer	
Name and Title of Authorized Representative	<div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>

Aug 2, 2022

**EXHIBIT E  
 REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

DEPARTMENT OF JUSTICE REPORTING SCHEDULE (JustGrants)

Quarterly Reporting in PMT and Quarterly Financial Status Reports (JustGrants)			Semiannual Reporting in JustGrants		
Reporting Period	Submission Period	Deadline	Reporting Period	Submission Period	Deadline
January 1 – March 31	April 1 – 30	April 30	January 1 – June 30	July 1 – 30	July 30
April 1 – June 30	July 1 – 30	July 30			
July 1 – September 30	October 1 – 30	October 30	July 1 – December 31	January 1 – 30	January 30
October 1 – December 31	January 1 – 30	January 30			

**DOJ SEMIANNUAL REPORTING**

SUBRECIPIENT will provide information COUNTY Program Manager necessary to complete the Semiannual Report **by the 15<sup>th</sup> of the month in the submission period indicated in the DOJ reporting schedule** (<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/Semiannual-Narrative-Questions.pdf>).

SUBRECIPIENT must notify COUNTY Program Manager of developments that have a significant impact on the Program support activities. SUBRECIPIENT must inform the Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Program Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**DOJ QUARTERLY REPORTING**

**The Performance Measurement Tool (“PMT”), reports are due by the 15<sup>th</sup> of the month in the submission period indicated in the DOJ reporting schedule.** The PMT is the online data collection tool for Office of Justice Programs’ grant recipients and structured as an online questionnaire.

SUBRECIPIENT will complete the BJA’s Comprehensive Opioid Abuse Site-based Grant Program questionnaire: ([https://www.cossapresources.org/Content/Documents/GrantManagement/coap\\_combined\\_performance\\_measures\\_for\\_fy2020\\_final\\_508.pdf](https://www.cossapresources.org/Content/Documents/GrantManagement/coap_combined_performance_measures_for_fy2020_final_508.pdf)) and submit to COUNTY Program Manager to upload in the PMT reporting system four times per year. The PMT reports capture program activities during the prior 3 months, i.e. the reporting period.

**Reports will be submitted electronically to:**

Vahid Brown  
[vbrown@clackamas.us](mailto:vbrown@clackamas.us)



## SUPPORTIVE HOUSING SERVICES REPORTING REQUIREMENTS

### SUBRECIPIENT will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
  - a. Complete all necessary initial HMIS data entry training within one month of Agreement execution
  - b. Collect participant demographics and enter data electronically into appropriate HMIS providers, which will be determined by HST
  - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
  - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
  - e. Correct data quality, missing information, and null data errors as specified by HST Data team within 14 days after the end of each fiscal quarter or as requested.
  - f. Collect all universal data elements, which include demographic information on all household members at program start
  - g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
  - h. Ensure only authorized SUBRECIPIENT staff, trained by HST, shall access the HMIS software
2. Complete narrative sections of semi-annual “progress reports” within 30 days of receipt
3. Semi-annual “progress reports” will include, at a minimum, but not limited to the following data categories:
  - a. HMIS data quality: % missing
  - b. Participant demographic data, including race and ethnicity
    - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
  - c. Average cost per household served (successfully and total)
  - d. Program-specific elements
    - i. Number of contacts and those newly engaged with services
    - ii. Average length of time between engagement and housing move-in date
    - iii. Average length of time between RLRA voucher issuance and housing move-in date
    - iv. Rate of increases in income (SHCM only), employment and benefits acquisition
    - v. Rate of exit from homelessness to permanent housing
    - vi. Rate of permanent housing maintenance, using 6-month follow-up reports
  - e. Narrative responses to questions
    - i. What are some unexpected challenges you faced or strengths you have discovered as an agency? (consider including participant success stories)
    - ii. How is your agency working towards ensuring low-barrier programming? Have you seen a need to adjust services to make them more accessible?
    - iii. Please explain how you have been leading with race while reducing homelessness overall in the community
    - iv. Has your agency has made progress toward “building connections and coordinating with multiple systems of care to build a community of resources, easily accessible to all”? If yes, please describe how the need for the new connection was identified and the process of building the connection.
4. Work with HST to continually improve on performance targets
5. Conduct post-program-exit follow-up assessments at 6 and 12 months post-exit
  - a. Enter the results into HMIS
6. Prepare an annual participant feedback report
7. Submit to monitoring for Agreement compliance

### HST will:

1. Work with SUBRECIPIENT to continuously monitor demographics and outcomes, and to create

- any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
  3. Communicate with SUBRECIPIENT in a timely manner when additional data metrics are determined
  4. Use HMIS data to create and provide semi-annual “progress report” to SUBRECIPIENT
  5. Work with contracted providers to continually improve on performance targets
  6. Work with SUBRECIPIENT to identify strengths and weaknesses apparent in programming through data
  7. Review and identify strengths and weaknesses from participant feedback report with SUBRECIPIENT
  8. Monitor for Agreement compliance

### **MONTHLY FISCAL REPORT AND REIMBURSEMENT REQUEST**

SUBRECIPIENT will submit monthly Fiscal Reports and Requests for Reimbursement referencing grant agreement **#23-004** and contract **#10791**

1. Requests for reimbursement with required documentation (general ledger back-up with line item detail) shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by December 15, 2023.
2. Reimbursements shall be based on actual costs authorized in **Exhibit C: Subrecipient Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. This documentation should be readily available for review upon request or site visit by COUNTY, federal officials, and/or auditors.

**Fiscal Report and Request for Reimbursement Report shall be submitted electronically to:**

Vahid Brown, vbrown@clackamas.us

Invoices are subject to the review and approval of the Program Manager and COUNTY’s fiscal compliance team. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

**EXHIBIT F  
 FINAL FINANCIAL REPORT**

<b>PROJECT NAME: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</b> <b>Federal Funding Source: Office of Justice Programs Grant Award (CFDA 16.838)</b> <b>Central City Concern</b>	<b>Agreement #: 23-004</b> <b>Date of Submission: XX/XX/XX</b>
<b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>	

## Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this Agreement:	\$1,543.469.15
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total County General Funds authorized on this Agreement:	
Total County General Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended County General Funds (Line 4 minus Line 5):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**EXHIBIT G**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

SUBRECIPIENT shall comply with the following federal and state requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Employment Eligibility Verification for Hiring Under the Award**

- 1) SUBRECIPIENT must ---
  - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, SUBRECIPIENT must properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - B. Notify all persons associated with SUBRECIPIENT who are or will be involved in activities under this award of both—
    - (1) this award requirement for verification of employment eligibility, and
    - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), SUBRECIPIENT must maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 2) **Monitoring:** COUNTY shall monitor the SUBRECIPIENT's compliance with this condition.
- 3) **Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
- 4) **Rules of Construction**
  - A. **Staff involved in the hiring process:** For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all SUBRECIPIENT officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
  - B. **Employment eligibility confirmation with E-Verify:** For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, SUBRECIPIENT may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of SUBRECIPIENT uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
  - C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
  - D. Nothing in this condition shall be understood to authorize or require SUBRECIPIENT at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
  - E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve SUBRECIPIENT at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

**2. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information**

("PII"). SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to

report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**3. Unreasonable Restrictions on Competition Under the Award; Association with Federal Government.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by SUBRECIPIENT, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

**A. No Discrimination, in Procurement Transactions, Against Associates of the Federal Government.** Consistent with Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") --SUBRECIPIENT shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

**B. Monitoring:** COUNTY shall monitor SUBRECIPIENT's compliance with this condition.

**C. Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

**D. Rules of Construction**

1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2) Nothing in this condition shall be understood to authorize or require SUBRECIPIENT to violate any federal law, including any applicable civil rights or nondiscrimination law.

**4. Trafficking** (requirements pertaining to prohibited conduct related to trafficking in persons, including reporting requirements and OJP authority to terminate award).

- SUBRECIPIENT must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of SUBRECIPIENT's, or individuals defined (for purposes of this condition) as "employees" of SUBRECIPIENT.
- The details of SUBRECIPIENT's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**5. Determination of suitability to interact with participating minors.**

- This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.
- SUBRECIPIENT must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
- The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of

suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

- 6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.**
  - SUBRECIPIENT must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
  - Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
- 7. OJP Training Guiding Principles.** Any training or training materials SUBRECIPIENT develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.**
  - SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
  - Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.
  - The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
- 11. Restrictions on "lobbying".**
  - In general, as a matter of federal law, federal funds awarded by OJP may not be used by the SUBRECIPIENT, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
  - Another federal law generally prohibits federal funds awarded by OJP from being used by the SUBRECIPIENT, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.
  - Should any question arise as to whether a particular use of federal funds by the SUBRECIPIENT would or might fall within the scope of these prohibitions, COUNTY is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
- 12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020).** SUBRECIPIENT must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are



incorporated by reference here. Should a question arise as to whether a particular use of federal funds by SUBRECIPIENT would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**13. Reporting potential fraud, waste, and abuse, and similar misconduct.**

- SUBRECIPIENT must promptly refer to the DOJ Office of the Inspector General (“OIG”) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).
- Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**14. Restrictions and certifications regarding non-disclosure agreements and related matters.**

- SUBRECIPIENT shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

**15. Compliance with 41 U.S.C. 4712** (including prohibitions on reprisal; notice to employees).

- SUBRECIPIENT must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- SUBRECIPIENT also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, SUBRECIPIENT is to contact the DOJ awarding agency (OJP) for guidance.

**16. Encouragement of policies to ban text messaging while driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages SUBRECIPIENT to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**17. Copyright; Data rights.**

- SUBRECIPIENT acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which the SUBRECIPIENT purchases ownership with Federal support.
- SUBRECIPIENT acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation provision 52.227-14 (Rights in Data - General).



- 18. National origin discrimination includes discrimination on the basis of limited English proficiency (“LEP”).** To ensure compliance with Title VI and the Safe Streets Act, SUBRECIPIENT is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- 19. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages** (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:
- "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
  - The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
- 20. Confidentiality of data.** SUBRECIPIENT must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. SUBRECIPIENT further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**EXHIBIT H**  
**REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS**

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on Program services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):
  - a) SUBRECIPIENT may not expend on the delivery of Program services any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of Program services.
  - b) If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
2. **Records Maintenance, Access and Confidentiality.**
  - a) **Access to Records and Facilities.** COUNTY, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Office of Justice Programs to perform site reviews of all services delivered by SUBRECIPIENT hereunder.
  - b) **Data Reporting.** All Individuals receiving Program services with funds provided under this Agreement private information will be kept confidential.
3. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish information for semi-annual reports and quarterly reporting in the PMT system within the agreement. Information to COUNTY and the Department of Justice is delivered under this Agreement. SUBRECIPIENT shall prepare and furnish all additional information and reports COUNTY or Department of Justice, Office of Justice Programs reasonably requests.
4. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement:
  - a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations

These laws, regulations and executive orders are incorporated by reference herein to the extent they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.
5. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
6. SUBRECIPIENT shall only conduct transactions authorized by COUNTY for transactions with the Office of Justice Programs involving COUNTY funds directly related to this Agreement.

7. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as specified in Exhibit I: Required Insurance.

**EXHIBIT I  
REQUIRED INSURANCE**

During the term of this Agreement, SUBRECIPIENT shall maintain in full force at its own expense, each insurance noted below:

1. **Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. SUBRECIPIENT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.**  **Required by County**  **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the Agreement is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. **General Liability.**  **Required by County**  **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of **COUNTY and Metro, and their officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. **Automobile Liability.**  **Required by County**  **Not required by County**

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**Commercial Automobile Liability** insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

**Personal Automobile Liability** insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. **Physical Abuse and Molestation Liability.**  **Required by County**  **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.**  **Required by County**  **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

- 7. Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
- 8. Primary Coverage Clause.** SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- 9. Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.
- 10. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 11. Self-insurance.** SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
- 12. Certificates of Insurance.** SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten (10) days prior to coverage expiration which references "Clackamas County Agreement 21-002" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to: Vahid Brown, vbrown@clackamas.us.

- 13. Insurance Carrier Rating.** Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the Work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Housing and Community Development Division, 2051 Kaen Rd., Suite 239, Oregon City, OR 97045 and/or electronically to Vahid Brown, vbrown@clackamas.us.
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Agreement as permitted by this Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.

## EXHIBIT J

### Use of Beneficiary Program Expense funding

Beneficiary Program Expense (“BPE”) funding in the SHS program may be used to pay for supportive services or items that address special needs of program participants. SHS BPE funding must only be used to assist program participants to obtain and maintain permanent housing. All SHS providers will follow procurement law and use reasonable discretion to make economical purchasing choices. This list below includes items that are generally pre-approved, and can be purchased without explicit prior approval.

***Any expenditure not explicitly or implicitly included in the list below requires approved with a written request to [HousingServices@clackamas.us](mailto:HousingServices@clackamas.us). Any dollar amount over what is listed below also requires approval in the same way.*** This includes mental/physical health, substance abuse treatment services, and legal services costs, with the exception of SSI/SSDI benefits recovery attorney services, which are included in the list below.

*\*Note: As monthly rent and rental deposits are covered by the Regional Long-Term Rent Assistance (“RLRA”) program, they are not included in the list below. However, any rental deposit request for more than 2.5 times monthly rent, must be approved by the SHS team prior to submission to the RLRA team.*

#### **Rental Screening Barrier Busting**

- Identification/documentation replacement-*up to \$200/person*
- Rent Arrears (up to \$3,500/household)- if needed to remove screening barrier and access rental housing
  - Be sure to consult COVID-related rental arrears legal guidance to determine if rental arrears accumulated during CY2020 and CY2021 may be used in landlord screening
- Utility arrears (*up to \$500/household*)- if needed to remove screening barrier and access rental housing or to set up utilities in rental housing
  - Before making a payment, consult with Clackamas Energy Assistance Program: contacts at <https://www.clackamas.us/socialservices/energy.html>
  - Consult with SHS team if payment is needed sooner
- Traffic fines and fees up to \$300
  - must be tied to removing screening barrier to rental housing-

#### **Housing Related Costs**

- Rental Application fees-*up to \$150/household*
- Rental costs, first month participant’s portion of rent
- Holding deposits-*up to \$500/household*
- Utility deposits-*up to \$500/household*



- Pet deposits- for up to 2 pets-up to \$500
- Utility payments—*up to \$500*
  - There is a utility allowance built into in the SHS rent calculation document *for heat, water, sewer, garbage and power to the rental unit*. Ensure the participant has an on-going plan to cover utility costs
  - Any utilities paid outside of heat, power, water, sewer, garbage and internet must be approved by SHS team
- Moving costs-up to *\$200 in total/household*
  - May include: truck rental, moving company, and/or moving supplies
  - If hiring a moving company, agency must receive 3 quotes before contracting with lowest price
- Community Warehouse participation costs, including delivery fee-up to *\$200/household*
  - *All other furniture costs must be approved by SHS team*
- Mattress (when unavailable at Community Warehouse) - up to *\$400*
  - Approval for mattresses at a higher cost will require a medical need, and must be made directly to the SHS team
- Mediation between landlords and program participants-up to *\$300*
- Temporary short-term housing provision- up to *\$130 per night*
  - Diversion should be used in all cases to find the most cost efficient, trauma-informed, and suitable option for each participant
  - If Emergency Shelter is the best intervention, attempts must be made first utilize existing Emergency Shelter units or vouchers
  - Hotel/motel costs may be paid out of Client Support/Beneficiary Program Expense funding per the guidelines outlined in Attachment A if all other options have been exhausted, including diversion, and this is the best option for the individual
    - Costs between \$130 per night
    - Must seek re-authorization at least monthly with SHS team to continue to pay for this cost

### **Other General Uses**

- Basic Hygiene/medical needs-up to *\$100/person/year*
  - Ex. Menstruation products, toilet paper, first aid kit and/or supplies, toiletries etc.
- Survival assistance-up to *\$300/household*-
  - Includes costs to support program participants' ability to survive the elements while identifying temporary and/or permanent housing options.
  - Ex. Tent, sleeping bag, hand/foot warmers, socks, shoes, warm weather gear, food/water, sun screen, backpack etc.
- Assistance applying for benefits-up to *\$500/applicant*
  - Ex. Fees to attorneys or others to assist with completing an SSI/SSDI application
- Cell phone bill-up to *\$200/household*
  - Before paying with SHS funds, households must apply for reduced cost phone programs. Example: Oregon Lifeline, <https://www.oregon.gov/puc/pages/oregon->

[lifeline.aspx](#); Oregon Health Plan members can also receive a free phone via their care coordinator (with CareOregon or HealthShare). Info at:  
<https://www.healthplansinoregon.com/free-cell-phones-for-members-of-oregon-health-plan/>

- Educational/Life Skills services-up to \$300
  - Ex. Consumer/financial ed, health education, prevention programs, literacy, ESL/ELL, GED, tutoring, household management, conflict management, use of public transit, nutrition, meal prep, parental ed
  - Ex. buying required books, supplies, and/or instructional material associated with education
- Transportation
  - Bus passes (*monthly*)-\$100/person
    - If qualified, agency must assist individuals in applying for honored citizen or other reduced cost bus passes; apply via <https://trimet.org/fares/honoredcitizen.htm>
    - Check with local partners about TriMet partnerships to offset the cost of bus passes (example, Clackamas Service Center and The Father’s Heart)
  - Gas cards (*up to \$100 monthly*)
    - When transportation is at least 70% associated with participants work, healthcare needs, grocery shopping, accessing services, and other essential functions
    - SHS funding can only pay for gas cards on an as-needed bases. This policy should **not** be read to mean that every participant with a vehicle automatically receives \$100 a month
  - Car repair or maintenance, not to exceed 10% of Blue Book value of the vehicle-
- Food (*up to \$150/mo/household*)
  - Food paid for by SHS should be supplemental to SNAP benefits and accessing food banks and other free or reduced cost food programs
  - SHS funding can only pay for food on an as-needed bases. This policy should **not** be read to mean that every participant/household automatically receives \$150 a month in food assistance
- Employment assistance and job training- in-person or online- up to \$100/*working-age person*
  - Ex. Training in particular software or computer skills, on-the-job instruction, employment assistance programs, reasonable stipends for job training
- Costs or fees associated with participating in necessary healthcare services- up to \$100
  - *Contact Clackamas County Behavioral Health for appointments*
  - Ex. mental or physical health costs, program fees, etc.
- Credit Counseling- up to \$75
  - Assistance with resolving personal credit issues
- Engagement services- costs to support engagement with program participants-up to \$150/*household*
- Child Care- *Request approval*
  - Cost of establishing childcare or providing childcare vouchers

- Costs for food, as required by a childcare provider
- Storage unit costs- -up to *\$60/household*
  - *Storage unit costs should only be covered for a short time* until a participant can be reunited with their possessions

## COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: \_\_\_\_\_