

Rodney A. Cook Director

February 22, 2024	BCC Agenda Date/Item:
Board of County Commissioners Clackamas County	

Approval of Amendment #1 expanding the scope and increasing funding of a contract with Antfarm for Extreme Weather Center activities in rural areas of Clackamas County. Amendment value is \$87,000 for five months. Contract value increased to \$847,446.72 for seven months. Funding is through the Oregon Housing and Community Services Department. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – Febru	ary 20, 2024	
Performance Clackamas	increase self-sufficient 2. This funding aligns wi	gns with H3S's Strategic locy for our clients. Ith the County's Performa and secure communities.	nce Clackamas goal to
Counsel Review	Yes	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 332-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Amendment #1 for Contract #11299 with Antfarm to provide extreme cold, heat and smoke center sites and services, associated volunteer coordination and behavioral health support services to households in rural areas of Clackamas County.

Antfarm will provide overnight warming and cooling shelters and daytime smoke and/or cooling shelters with extensions as indicated by qualifying conditions. Funds will help provide additional support services for unhoused individuals and families, including connection to the County's coordinated entry system and wider continuum of services to help them move into housing.

The funding source for this amendment is through the State of Oregon Housing and Community Services Department (OHCS) State Homeless Assistance program (SHAP).

RECOMMENDATION: The staff respectfully recommends that the Board of County Commissioners approve this amendment and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook
Rodney A. Cook

Director of Health Housing and Human Services

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AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH ANTFARM Contract #11299

This Amendment #1 is entered into between **ANTFARM** ("Contractor") and **Clackamas County**, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Health, Housing, and Human Services, Housing and Community Development Division ("HCDD"), and shall become part of the Contract documents entered into between both parties on December 07, 2023 ("Contract").

The purpose of this Amendment #1 is to make the following changes to the Contract:

1. County ARTICLE I. Section 2. **Scope of Work:** is hereby amended to add the following additional services:

Contractor shall provide the following personal services: Provide overnight warming centers during periods of extreme cold, day warming and cooling centers during periods of extreme cold and warm, smoke and supportive services to households staying in non-congregate hotel/motel-based emergency shelter ("Work"), further described below and in **Exhibit A to this Amendment #1**, attached hereto and incorporated by reference herein.

2. ARTICLE I. Section 3. **Consideration** is hereby amended as follows:

In consideration for Contractor providing the additional services described in this Amendment #1, the County may pay Contractor, from available and authorized funds, a sum not to exceed **Eighty-Seven Thousand Dollars (\$87,000).**

Consideration is on a per person, per day/night rate for overnight and day warming center services in accordance with the budget below. All other consideration is on a reimbursement basis in accordance with the following budget:

Sev	ere Weather Activities	
Overnight Warming Center	\$35 per person, per night If either no guests, or 10 or less guests, minimum 10 bednights (\$350) payment. If guests exceed 10, \$35 per COUNTY confirmed individual.	\$60,000
Day Warming Center	\$35 per person, per day	
Staffing Support for Hotel/Motel Shelter	Staffing	\$20,000
Administration	10% of Total	\$7,000
	Severe Weather Subtotal:	\$87,000

Consideration for per person, per day or night bed rates for warming center services is further described below:

a. Overnight Warming Center. Contractor will be paid a rate of \$35.00 per person, per authorized night of severe weather services (as described in Exhibit A to this Amendment #1 and as determined by County in its sole discretion), in an amount not to exceed a total combined amount with Day Shelter of \$60,000. Payment is subject to County confirmation of the number of people served. Contractor may not exceed the maximum capacity permitted by local Fire and/or Health Department. In the event County determines a severe weather night has or will occur, County will pay Contractor for a minimum of four beds, regardless of whether they are used, for each night Contractor opens the overnight warming center. Should any severe weather nights occur when no beds are occupied, Contractor must notify the County within 12 hours.

If an overnight warming center is open three nights (consecutive or non-consecutive) and no County-confirmed guests use the shelter, County may, in its sole discretion, terminate the additional overnight warming center services authorized by this Amendment #1. Contractor may continue to operate warming center services following such termination, but County shall have no further obligation to pay Contractor for such services.

b. Day Warming Center. Contractor will be paid at a rate of \$35.00 per person, per authorized day of severe weather services (as described in Exhibit A to this Amendment #1 and as determined by County in its sole discretion), in an amount not to exceed a total combined amount with Overnight Shelter of \$60,000. Payment is subject to County confirmation of the number of people served. Contractor may not exceed the maximum capacity permitted by local Fire and/or Health Department. Day warming center will be based on the County-confirmed number of individuals in the warming center the previous night.

ORIGINAL CONTRACT

<u>AMENDMENT #1</u>

TOTAL AMENDED CONTRACT

\$760,446.72 <u>\$87,000.00 + Scope</u> \$847,446.72

3. Compliance with Grant. Funding for the warming center services is provided, in part, by funds received under a grant agreement between Clackamas County and the State of Oregon, Grant No. [8018] ("Grant"), a copy of which has previously been provided to Contractor. In performing the work authorized by this Amendment #1, Contractor shall comply with all terms and conditions of the Grant, including all exhibits thereto, including, but not limited to, the additional terms and conditions set forth in Exhibit B to this Amendment #1, attached hereto and incorporated by this reference herein. Contractor shall further require any approved subcontractor to comply with the terms and conditions of the Grant, including all exhibits thereto. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary to comply with County's funding requirements, including the Grant.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

ANTFARM	Clackamas County
2 Joxes Linging 01/29/2024	
Authorized Signature Date	Clackamas County Date
2 Foxes Singing, OTR/L	
Name / Title (Printed)	Approved as to form:
<u>69918689</u>	02/01/2024
Oregon Business Registry #	County Counsel
501 (C) 3 Nonprofit, Oregon Entity Type / State of Formation	

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- A. Contractor shall provide day and overnight warming center services under the following terms and conditions:
 - 1. Participate in required Warming Center Start Up meeting and trainings. Every endeavor will be made to schedule at a time that is workable for all providers.
 - 2. Contractor may not charge fees to individuals using the warming center services.
 - 3. Contractor shall provide day and overnight warming center services at 39140 Proctor Boulevard, Sandy Oregon and 350 NW Zobrist Ave, Estacada, Oregon, to unhoused individuals during periods of severe weather, as determined by County in its sole discretion. Contractor may provide day and overnight warming center services on other days in its sole discretion, but County shall have no obligation to pay Contractor unless County has notified Contractor that a severe weather day or night has or will occur, and that County desires Contractor to provide the services authorized by this Amendment #1. Contractor shall also provide day and overnight warming center services at alternative or additional locations in the event of need and upon written agreement or direction from County.
 - a) Contractor must provide a minimum of two staff or volunteers during all hours of operation of the warming centers. If more than 30 guests are on site from the hours of 6:00 pm to 10:00 pm, Contractor must provide additional staff or volunteers to ensure safety for all guests, staff, and volunteers. From the hours of 10:00 pm to 7:00 am, staff or volunteers must provide fire watch and safety check requirements. Contractor shall require staff and volunteers to document shift times to show minimum staffing requirements were met on sign-in sheets. Contractor shall provide County with copies of all sign-in-sheets and other documentation County may reasonable request to ensure compliance with this Contract.
 - b) Day warming centers must be activated on days ("severe weather days") when the actual temperature, including wind chill, is predicted to fall below 33 Degrees Fahrenheit, including wind chill factor, between the hours of 6:00 am and 10:00 pm, as determined by the National Weather Service at the link provided below.

Overnight warming centers must be activated on nights ("severe weather nights") when the actual temperature, including wind chill, is predicted to fall below 33 Degrees Fahrenheit, including wind chill factor, between the hours of 10:00 pm and 6:00 am, by the National Weather Service at the link provided below.

Link at:

Warming centers must be activated during the first night of this alert. As it is impossible to predict all severe weather scenarios, warming centers may also be activated when weather conditions do not meet the criteria above after consultation and approval by County. Examples include, but are not limited to, predicted high winds, flood watches, flood warnings or extremely heavy rain.

- c) Overnight warming Centers must open by 6:00 pm and stay open through at least 7:00 am. Hot beverages and sleeping mats or cots must be available to every guest, and warming center facilities must be heated and have restrooms available. Day warming centers must open by the time the overnight shelter closes, and must remain open until at least 6:00 pm. Hot beverages must be available to every guest, and warming center facilities must be heated and have restrooms available.
- d) Warming Centers may elect to serve the general houseless population or to serve women and families. However, women and families may not be excluded from any warming center/shelter. Provided, however, that Contractor must operate the warming centers in accordance with all applicable laws, regulations, ordinances, orders, court orders or judgments, and other local, state, or federal orders and directives.
- e) If allowed by the jurisdiction with permitting authority, warming centers may choose to operate on nights that are not approved by Clackamas County for opening warming centers, but organizations will not receive reimbursement from the County for those nights.
- f) Contractor shall allow County to include information on warming center availability, address, and volunteer needs in media releases and websites, including, but not limited to 211, the County website, and through social media, such as, but not limited to, Facebook and Next Door.

Overnight warming centers shall send a single e-mail to County and 211 Info staff and the other contacts below between 10:00 am - 12:00 pm the day of an overnight warming center activation as notification that the overnight warming center will be open that night, and shall provide notification through the same email method in a reasonable time frame for day warming center activation.

COUNTY Staff:

Brenda Durbin: brendadur@clackamas.us (Social Services Director)

Vahid Brown: vbrown@clackamas.us (Housing & Community Development Director)

Joey Johns: <u>JJohns@clackamas.us</u> (Human Services Manager)

Shelli Johnson: shellijoh@clackamas.us (Aging and Disability Resource Connection)

Gari Johnson: gjohnson2@clackamas.us (Public and Government Affairs)

Brianna Williamson: bwilliamson@clackamas.us (Social Services - Housing Rights/Resources) Lauren Adamski: ladamski@clackamas.us) (Social Services - Coordinated Housing Access)

Tamara Hoffmeister: thoffmeister@clackamas.us (Social Services - HMIS)

Karina Cruz-Cruz: KCruz@clackamas.us (Social Services - HMIS)

Emergency Operations Center (EOC):

clackemdutyofficer@clackamas.us

Clackamas County Department of Communications, C-COM:

Anthony Collins: ACollins@clackamas.us Cheryl Bledsoe: CBledsoe@clackamas.us

Clackamas County Sheriff's Office (CCSO):

grahampha@clackamas.us seancol@clackamas.us

211 Info staff:

support@2 I l Info.org

Clackamas Fire:

Amyjo Cook: Amyjo.cook@clackamasfire.com Greg Ramirez: Greg.ramirez@clackamasfire.com

Warming Centers (sites may change or update during contract term):

Tony Stevens: tonys@antfarmyouthservices.com

Two Foxes Singing: nunpa@antfarmyouthservices.com

- 4. Contractor shall provide overnight warming center services to un-housed individuals for severe weather days and nights (to be determined by County) in January 2024 through March 2024.
- 5. Contractor shall provide warming center services in a trauma informed and wholly secular manner.
- 6. Contractor may not categorically exclude persons fleeing domestic violence.
- 7. Contractor must ensure a welcoming and safe environment for people of all genders, including persons who identify as transgender or non-binary.
- 8. Contractor may not require guests to be clean and sober or pass urinalysis or breath testing. However, Contractor may implement rules disallowing alcohol or drug possession or use on premises. Additionally, Contractor must incorporate harm reduction into their service delivery.
- 9. Contractor must have rules to ensure a safe environment but these rules must be in plain language and as streamlined as possible. Contractor's rules must align with Fair Housing law pertaining to Warming Centers.
 - a. If a guest has to leave due to disruption or of their own free will, Contractor may consult with County on whether night or day center rate is allowable. Regardless of the situation, no day or overnight center will be reimbursable if the Contractor does not have complete and accurate HMIS data for the guest.
- 10. Contractor's warming centers must comply with all relevant health, fire and life safety codes.
 - a. Contractor must submit to County written approval to open and operate as a temporary emergency shelter (including occupancy certification) from the local fire marshal and the jurisdiction with permitting authority. Contractor shall comply with the City of Oregon City and the Clackamas Fire District #1 Temporary Emergency Shelter Policy. Regardless of the term of Contractor's contract with County, warming center sites may only be used as a temporary shelter for the period of time permitted by the jurisdiction with permitting authority, including Fire District or Fire Marshall permit or requirements. Contractor is responsible to request/apply for any permits/extensions by the authority having jurisdiction.
- 11. Contractor must have a written harm reduction policy that addresses under what circumstances and for what conduct people may be excluded from the warming center and for what period of time. In the event a person is excluded under the harm reduction policy, warming centers must document the reason for the exclusion and the duration. Warming centers must make a diligent effort to ensure that the excluded person has an alternate safe place to sleep.
- 12. Contractor shall perform criminal background checks and have specific screening criteria for all staff and volunteers who will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Contractor's policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the contract term. If a volunteer or employee of Contractor has a break in service, and does not work for 60 days or more for Contractor, or Contractor has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to working for Contractor.

II. REPORTING

Contractor agrees to report data as outlined below to the County:

- 1. Enter data daily on Contractor bed-night and day shelter counts as indicated on online shared Google Document Sheet, to be provided by County.
- 2. HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. Contractor is required to:
 - a. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by County.
 - b. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. Contractor must correct data quality, missing information, and null data errors as specified by County and/or Oregon Housing & Community Services (OHCS) prior to invoice submittals, and by the 10th of each month for services in the preceding month.
 - c. Collect, at minimum, universal data elements which include demographic information on all clients at entry. A Sign-in sheet must be completed each night Contractor is open. A HMIS Entry form, Exhibit D shall be completed for each client on their first night stay at the warming center. Clients should complete the Entry form only once per client. On subsequent stays at the warming center during the contract term, repeat clients must complete the HMIS Data Re-Entry form. Warming center staff or trained volunteers must review all HMIS forms for completeness and legibility, and County's preference is that guests be assisted by warming center staff in completion of each required form to understand the questions being asked.
 - d. Use County's approved, secure email system to submit invoices and sign-in sheets. HMIS Entry and Re-Entry forms do not need to be submitted electronically, but must be retained by Contractor as noted above, and may be requested for additional invoice verification by County.
 - e. Collect and retain copies of invoices, sign-in sheets, and HMIS Entry and Re-Entry paper forms in a secure, locked location for required monitoring by County. **Template forms for invoice, sign-in sheets, and HMIS Entry and Re-Entry will be provided to the agencies by the County.**
 - f. Attend warming center forms and HMIS training hosted by County.
 - g. Enter into an agreement with County Community Development division for access to HMIS.

- h. Ensure only authorized Contractor staff trained by County shall access the HMIS software. Contractor is required to maintain all Sign-in sheets & HMIS forms in a locked file on site for audit and monitoring by County and OHCS regardless of electronic or hardcopy collection.
- i. Review HMIS data and sign-in sheets prior to electronic entry into HMIS software and make every effort to collect data that is legible and complete. Data that County determines is incomplete will not be reimbursed.
- j. Shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- **B.** Staffing support for hotel/motel shelter. CONTRACTOR will provide logistics, coordination, and transportation for homeless households to access to hotel/motel based emergency shelter and provide supportive services to households in hotel/motel based emergency shelter. These services are on an asneeded basis in response to severe weather days/nights, as determined by County in its sole discretion. In providing these services, Contractor will utilize hotels/motel rooms paid for by Clackamas County. Services shall be provided in accordance with the following terms and conditions:
 - 1. CONTRACTOR will aid in the identification and transport of individuals experiencing homelessness that need shelter and provide them with access to hotel/motel shelter. Contractor will also be responsive to requests from County to assist specific homeless households with logistics and transport to access hotel/motel shelter.
 - 2. CONTRACTOR will provide shelter support services, including the provision of staffing support to individuals and households residing in one or more hotel/motel shelter. Clackamas County will be responsible for directly paying for hotel/motel rooms.
 - 3. CONTRACTOR will provide case management, including securing food, transportation and other basic services for households in hotel/motel shelter units.
 - 4. In addition to the above, Contractor agrees to accomplish the above work under the following terms:
 - a. A minimum of one case manager will be assigned per hotel site.
 - b. Contractor may not categorically exclude persons fleeing domestic violence.
 - c. Contractor may not require hotel/motel shelter guests to be clean and sober or pass urinalysis or breath testing. However, hotel/motel sites may have rules disallowing alcohol or drug possession or use on hotel premises. Contractor must incorporate harm reduction into their service delivery.

EXHIBIT B 2023 -25 MASTER GRANT AGREEMENT #<u>8018</u>

(COUNTY to email to CONTRACTOR at Agreement execution)

EXHIBIT C Additional Terms and Conditions

Contractor shall perform the services authorized by this Amendment #1 in a manner satisfactory to the State of Oregon, Oregon Housing and Community Services department ("OHCS"), and in compliance with all program requirements, including but not limited to the following terms and conditions:

General:

- I) CONTRACTOR shall assure that program funds are used only for program services consistent with program requirements.
- 2) CONTRACTOR shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) CONTRACTOR shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) CONTRACTOR shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) CONTRACTOR is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY/OHCS within 30 days upon written demand from COUNTY/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) CONTRACTOR may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to COUNTY and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.

- b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
- c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
- d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 9) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. CONTRACTOR shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records COUNTY and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. CONTRACTOR shall cooperate fully with COUNTY, OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and OHCS approved **HMIS**, where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 16) Indemnity. Subject to applicable law, Contractor shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of COUNTY, CONTRACTOR, or its officers, employees, Subrecipients, subcontractors, or agents under this Agreement.

- 17) Contractor understands and agrees that this agreement is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 18) CONTRACTOR shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this agreement, together with applicable program requirements including OAR 813 .046 as amended, and ORS 458.600 to 458.650. The approved COUNTY work plan is incorporated herein by reference. The remaining provisions of Section 2B are supplemental to, and do not limit the obligations of CONTRACTOR arising under this Subsection A or otherwise under this agreement.
- 19) CONTRACTOR is expected to further equity and racial justice practices by partnering with Culturally Responsive Organizations, defined by OHCDS.
- 20) CONTRACTOR must have either written documentation in applicant/participant files that a privacy notification was provided to participants or a standalone policy describing how applicants/participants are provided the privacy notification. The privacy notification must be provided as follows, verbatim:
 - "Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring. Personally identifiable information will be shared with Oregon Housing and Community Services and other state agencies with an information sharing agreement with OHCS and are administering programs that serve the same or similar clients or populations, as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and will be disclosed to Oregon Housing and Community Services without written authorization."

If applicants/participants are requested to sign a Release of Information, in addition to the statement above, the Release must include the following statement:

- "Refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible applicants/participants. Applicant/Participant refusal to sign a Release of Information does not negate the inclusion of personally identifiable in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will deidentify applicant/participant demographic data for the purposes of reporting".
- 21) Requirement for subgrantee to have a policy addressing applicant/participant grievance and appeal requests. Subgrantee must also ensure CONTRACTOR has a policy aligning with OHCS requirements.

Applicants/participants have right to appeal any decision denying or affecting their service and must receive written notice of any such decision. Grievance/appeal policy must either be in public place or provided to applicants/participants. Reviews/appeals can be conducted only by someone other than the person who made the decision being appealed/grieved.

Specific requirements listed for policy:

(1) Informs the participant/applicant that they can contest any subgrantee's or subrecipient's decision that terminates, denies, limits reduces or modifies any benefits and identifies the steps to follow to contest the decision; (2) Informs the participant/applicant of the reason for termination, denial, limitation, reduction or modification of benefit; (3) Allows any aggrieved person a minimum of thirty (30) days to request an administrative review/appeal of such decision; (4) Informs the applicant/participant of their right to present written or oral objections before a person other than the

person (or a subordinate of that person) who made or approved the decision; (5) Identifies what reasonable accommodations are available for applicant/participants who have language, mobility or disability barriers that would prevent them from participating in the review/appeal process and how to request such accommodations; and (6) Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten (10) days of the final determination.

- 22) CONTRACTOR must have an Limited English Proficiency (LEP) policy. CONTRACTOR is obligated to ensure LEP persons have access to programs and activities. Language Access Plan is recommended if provider serves more than a "few" persons with LEP.
- 23) CONTRACTOR must have COI policy that delineates process for disclosing potential and actual conflicts of interest. Includes procedures for staff when employees, board members, friends, or family members apply for services. Evaluation to obtain services cannot be performed by any person with an actual or perceived potential conflict of interest. Must retain records showing compliance with program COI requirements. Defines organizational and individual COI.
- 24) CONTRACTOR is Requirement for subgrantee to have nondiscrimination policy and follow fair housing and reasonable accommodation laws. Subgrantee must ensure subrecipient has a policy that aligns. Having a target population or priority population cannot be used as a means of denying assistance or refusing an application to any member of a protected class.

Monitoring of Contractor:

- A) OHCS & COUNTY Authorized to Monitor CONTRACTOR. OHCS may monitor the activities and records of CONTRACTOR as it deems necessary or appropriate, among other things, to ensure CONTRACTOR complies with the terms of this Agreement, including Program Requirements, and that grant funds are used properly and only for authorized purposes hereunder. OHCS also may monitor the activities and records of CONTRACTOR to ensure that performance goals are achieved as specified in this Agreement, and that performance is to the satisfaction of OHCS. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all CONTRACTOR files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of CONTRACTOR fiscal and program reports, and requiring appropriate reimbursement request documentation as well as such other information and clarification as it deems appropriate, prior to providing a reimbursement request approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of CONTRACTOR and their officers, employees, agents, contractors and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through contractors, agents or other authorized representatives. CONTRACTOR consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same. OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.
- B) CONTRACTOR Shall Fully Cooperate. CONTRACTOR shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by CONTRACTOR to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the CONTRACTOR to perform its obligations under this Agreement.

- C) COUNTY Shall Monitor CONTRACTOR. COUNTY shall perform onsite visits to monitor the activities of CONTRACTOR as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any CONTRACTOR shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of CONTRACTOR'S risk of noncompliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance rep01ts, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Contractor may request COUNTY's 'Contractor Policy and Procedures for Monitoring.
- D) OHCS may review (including copying) from time to time any and all CONTRACTOR files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the COUNTY. OHCS may advise COUNTY of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of CONTRACTOR. CONTRACTOR shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality:

- A) CONTRACTOR shall protect the confidentiality of all information concerning Clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the Client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. CONTRACTOR is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All CONTRACTOR provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- C) CONTRACTOR is required to have a signed Contractor Release of Information (ROI) form for all clients authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to CONTRACTOR and COUNTY Oregon Housing & Community Services Department (OHCS) must be routinely listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).
- D) CONTRACTOR shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.
- E) Requirement for subgrantee to have a confidentiality policy satisfying OHCS requirements + must ensure subrecipient policies align, as well. There is a DV shelter confidentiality provision.

Record Retention:

- A) CONTRACTOR shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.
- B) Contractor shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.
- C) CONTRACTOR shall retain all program records pertinent to client services and expenditures incurred in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules and the OHCS Record Retention Schedule.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
- C) CONTRACTOR will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- E) CONTRACTOR will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) CONTRACTOR certifies, to the extent required by federal law, that it will provide a drug free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) CONTRACTOR's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
- (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the CONTRACTOR within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Contractor;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
 - (e) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assess Control of the United States Department of the Treasury and currently found at: http://www.treas.gov/offices/enforcement/ofac/sdn/tl lsdn.pdf

EXHIBIT D Extreme Weather HMIS Data Form

Outreach Provider	23-24 Extrem	e Weather HM	IS DATA FORM		
Name		START DATE:		Expected End Date:	
HOTEL/MOTEL			Room Number		
	(1)	(2)	(3)	(4)	(5)
CLIENT Information:	Head of HH	Other HH Member	Other HH Member	Other HH Member	Other HH Member
HMIS Client ID #:					
NAME(s):					
Social Security:	xxx-xx	xxx-xx	xxx-xx	xxx-xx	xxx-xx
U.S. Military Veteran? (Adults only):					
No	0				
Yes					
Client Doesn't Know					
Client Prefers not to Answer					
'		1			
Relationship to Head of HH*:	SELF				
Date of Birth:		//		//	
Gender:					
Women/Girl					
Man/Boy					
Culturally Specific Identity					
Non-Binary					
Transgender					0
Questioning					
Different Identity					
Client Prefers not to Answer					
If Other Gender, Specify					
Race & Ethnicity: (CHECK ALL THAT APPL	Y)				
American Indian or Alaska Native or Indigenous					
Asian or Asian American					
Black, African American or African					
Hispanic/Latina/e/o			0	0	
Middle Eastern or North African					
Native HAW or Other Pacific Islander				0	
White					
Client doesn't know	0		0		
Client Prefers not to Answer					
Addional Race and Ethnicity Detail					

Drior livi	na cituation	to Project Start	Date:	HOH &	Adults only
Prior livi	ne situation	i to Project Start	vate.	inun & i	adulis only

	•	**			
	(1)	(2)	(3)	(4)	(5)
Emergency shelter, including hotel or motel paid for with emegency shelter voucher (HUD)	0	0		0	0
Place not meant for habitation (HUD)					
Foster care home or foster care group home (HUD)					
Hospital or other residiential non- psychiatric medical facility (HUD)					
Jail, prison or juvenile dention facility (HUD)					
Substance abuse treatment facility or detox center (HUD)					
Hotel or motel paid for without emergency shelter voucher (HUD)				0	_
Staying or living in a family member's room, apartment or house (HUD)				0	
Staying or living in a friend's room, apartment or house (HUD)				0	_
Transitional housing for homeless persons (including homeless youth) (HUD)	0	0	0	0	0
Other (Describe)					
Client doesn't know					
Client Prefers not to Answer					
Length of Stay in Previous Place: (H	oH & Adults only)				
One night or less					
Two nights to six nights	0	0	0	0	
1 week or more, but less than 1 month					
1 month or more, but less than 90 days	0	0	0	0	0
90 days or more, but less than 1 year					
One year or longer		0		0	_
Client doesn't know					
IGTH OF TIME ON STREET OR IN AN EMER	GENCY SHELTER (ES)				

LENGTH OF TIME ON STREET OR IN AN EMERGENCY SHELTER (ES)

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, approximate date homelessness started

Date:			//	//	
If client entering from ES or place not me		•		•	hey stayed last night
- number of times the client has been in	ES or place not meant	for habitation in the pr	ast three years: (HoH	& Adults only)	
Never in 3 years					
One time	0	0			
Two times					
Three times					
Four or more times		0			0
Client doesn't know					
Client Prefers not to Answer				0	

	(1)	(2)	(3)	(4)	(5)		
If client entering from ES or place no homeless in ES or place not meant fo				us residence, total nur	nber of months		
1 month (this time is the first month)	0			0	0		
2-12 months (please specify #)		_	_	_	_		
More than 12 months			_	_			
Client doesn't know							
Client Prefers not to Answer							
CHERCEPTERES NOT TO ANSWER							
Domestic Violence Victim/Survivor							
Yes							
No							
Client doesn't know							
Client Prefers not to Answer							
If yes, domestic violence victim/surv	ivor, when experien	ce occurred:					
Within the past 3 months							
3 to 6 months ago			_				
6 months to 1 year ago							
One year ago or more	_	_		0			
Client doesn't know							
Client Prefers not to Answer							
If yes for domestic violence, are you	currently fleeing?						
Yes							
No							
Client doesn't know							
Client Prefers not to Answer							
Does the client have a disabling cond	dition? (Required for	r all household mem	bers)				
Yes							
No							
Client doesn't know							
Client Prefers not to Answer							
Disability Type: (Required for all hou	ısehold members) I	Mark with X below					
Alcohol Abuse (HUD)							
Drug Abuse (HUD)							
Developmental (HUD)							
HIV/AIDS (HUD)							
Mental Health Problem (HUD)							
Physical (HUD)							
Chronic Health Condition (HUD)							
	I	I			I		
Interviewer:			Date:				
able responses. HMIS Entered by:		Page 3	Date:	HMIS Data Fotov	Form Hotels Family O		
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