

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Clackamas Women’s Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Clackamas Women’s Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$1,204,804 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 12, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-023, H3S#10100

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Clackamas Women's Services provides services and receives referrals for survivors of domestic violence in Clackamas County. Under this agreement, Clackamas Women's Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Clackamas Women's Services has already successfully delivered \$150,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Clackamas Women's Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

Rodney A. Cook, Interim Director
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-023**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10100

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and **Clackamas Women’s Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Sue Aronson***

Program Manager: ***Teresa Christopherson***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suearo@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Melissa Erlbaum***

Program Representative: ***Amv Doud***

Clackamas Women's Services
256 Warner Milne Rd.
Oregon City, OR 97045
503-655-8600
melissae@cwsor.ora

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045
503-655-8600

DUNS: 959059759

RECITALS

1. SUBRECIPIENT provides housing assistance, money management, and trauma-informed social service support to households impacted by domestic violence.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated

1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("ACT").

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, 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 **January 1, 2021** and expiring **December 31, 2021**, 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. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
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 and according to SUBRECIPIENT scope of work in Exhibit A.
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, including the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services ("OHCS") award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. 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, grant amount COUNTY will pay is **\$1,204,804**. 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 Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- **\$926,796:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
- **\$176,846:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
- **\$101,162:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to OHCS or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

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 it has received an award sufficient to fund this Agreement. 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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **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.
 - d) **Cost Principles.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is not included with this award.
 - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- n) **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.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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.
- q) **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) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- 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, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT'S risk of non-compliance 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 reports, 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. Depending on the outcomes of the financial or performance 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.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by the SUBRECIPIENT to perform its obligations under this Agreement.
- 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 (6) years, or such longer period as may be required by

the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

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.

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

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 COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- a. SUBRECIPIENT 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. SUBRECIPIENT is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
 - b. All SUBRECIPIENT 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. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information ("ROI") form for all clients, including for each adult member of the identified household, authorizing the release of personally identifiable information, information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. 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 SUBRECIPIENT, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be 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). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for COUNTY Coordinated Housing Access ("CHA").
 - d. If required ROI's cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.

- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT's confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
 - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
 - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
 - iii. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
 - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- 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) **Drug Free Workplace.** SUBRECIPIENT 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 SUBRECIPIENT'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:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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 Grant 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 Grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. 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 COUNTY within 10 days after receiving notice 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 this section.

- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - 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.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, 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 SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any

way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage 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.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. 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 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 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:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly//Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, and as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, and as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

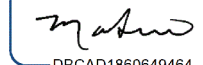
If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(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.

Clackamas Women's Services

DocuSigned by:

DBCAD1860649464...

By: _____
Authorized Signature

Melissa Erlbaum 4/21/2021

Printed Name Date

256 Warner Milne Rd

Street Address

Oregon City, OR 97045 503-341-7115

City / State / Zip / Phone

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor, April 12, 2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

5. Provide the type, level and duration of service that will address participants' need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home "lot rent", utilities and utilities arrears only.
6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by CCSS.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System ("HMIS") data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. Coordinated Housing Access ("CHA")

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the

option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

15. SUBRECIPIENT is 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 Grant. 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 arrests and/or convictions occur during the Grant term. If a volunteer or employee of SUBRECIPIENT has a break in service, and does not work for 60 days or more for SUBRECIPIENT, or SUBRECIPIENT 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 continuing work for SUBRECIPIENT.

B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Outreach to Communities of Color - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **Homeless Management Information System (“HMIS”) Database:**

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. SUBRECIPIENT is required to:

- i. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with OHCS for the purpose of program reporting.
- ii. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.
- iii. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY's Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.

- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed One Million, Two Hundred Four Thousand, Eight Hundred Four? Dollars (**\$1,204,804**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY'S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred .Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible

expenditures must comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$27,923	\$41,915	\$101,162
Administration	\$37,231	\$46,573	0
Rent Assistance	\$111,692	\$838,308	0
Total	\$176,846	\$926,796	\$101,162

EXHIBIT C CONGRESSIONAL LOBBYING CERTIFICATE

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.

Clackamas Women's Services

21-023 H3S 10100

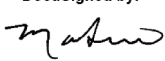
Organization Name

Melissa Erlbaum

Award Number or Project Name

Executive Director

Name and Title of Authorized Representative


Signature

DocuSigned by:

DBCAD1860649464...

4/21/2021

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- C. Reimbursement by COUNTY will be within 21 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #: 21-023
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Clackamas Women's Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

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

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>advanced</u> on this agreement:	
Total Federal Funds <u>requested for reimbursement</u> on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

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: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and including but not limited to the following terms and conditions:

General:

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT 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) SUBRECIPIENT 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) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake 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 COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT 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.
- 9) SUBRECIPIENT shall 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.
- 10) 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. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, 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.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, 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.
 - 13) Provide COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
 - 14) Furnish representatives of COUNTY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) 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.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, 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 SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Grant 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.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any SUBRECIPIENT's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - 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;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have limited English proficiency ("LEP"). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices "Applicable Rules and Regulations." SUBRECIPIENT should create a written Language Access Plan ("LAP") to provide a framework to document how SUBRECIPIENT's programs will be accessible to all populations in their service area. SUBRECIPIENT who serves few

persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT's obligation to ensure LEP persons have access to programs or activities.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

Case Files

A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to

be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.

- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

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) 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 Grant. 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.
- C) SUBRECIPIENT 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.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A RE-ALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).

(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing; (ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(I) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Clackamas Women's Services
H3S# 10100, Subrecipient # 21-023
EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Clackamas Women's Services 256 Warner Milne Rd. Oregon City, OR 97045	DUNS Number: [Recipient to provide] 959059759 Taxpayer Identification Number: [Recipient to provide] 93-0900119
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Melissa Erlbaum Executive Director

DocuSigned by:

Authorized Representative:
DBCAD1860649464...

Title: [To be signed by chief executive officer if recipient is a local government.]

Date signed: 4/21/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021**

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.
- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
 2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.
- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

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

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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EXHIBIT L

Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) Release of Information

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 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 may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and subrecipient are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
- Informs the participant/applicant that they may contest any subgrantee's or subrecipient's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
- Allows any aggrieved person a minimum of thirty days to request an administrative review;
- 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;
- Informs OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee and subrecipient can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited.

Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy.

For more information, see the [Guide to Fair Housing for Nonprofit Housing and Shelter Providers](#) produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and subrecipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and subrecipient took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee or subrecipient has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or have a financial

interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> • Loss of income due to COVID-19 related factors • Impacted by business closure due to COVID-19 • Diagnosed or exposed to COVID-19 • Compromised health status • Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> • Literally homeless • Imminent risk of homelessness • Fleeing Domestic Violence • Homeless under other federal statutes • Unstably housed 	<ul style="list-style-type: none"> • At or below 80% AMI 	<ul style="list-style-type: none"> • Program Delivery • Homeless Prevention • Rapid Re-Housing

(A) *Household Composition*

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) *Housing Status*

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

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

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

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

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

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

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

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

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

Category 5: Unstably Housed—Individual or family who:

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

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member’s health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household’s current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Subgrantees and subrecipients are required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and be available for review by OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by STARR funding.

These policies and procedures must address the following elements:

- In what circumstances a remote application and documentation process will be used;
- Verification of the identity of the applicant;
- Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- Verification and documentation as appropriate for ongoing demonstration of eligibility; and
- Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) *Program Delivery*

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) *Administration*

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee's grant spending in accordance with subgrantee's Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant's confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of "Client's Residence/Last Permanent Address" will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA's are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

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

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) *Case Files*

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) *Records Access*

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) *Records Retention*

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR 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. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

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A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) ***Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."***

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) ***Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).***

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?

A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

EXHIBIT N

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each CDBG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.

- c. SUBRECIPIENT must establish and consistently apply written standards for providing CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for CDBG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- g. Organizational conflicts of interest. The provision of any type or amount of CDBG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- h. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a

financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

- ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- i. Homeless Participation.
- i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the CDBG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the CDBG program, in providing services assisted under the CDBG program, and in providing services for occupants of facilities assisted under the program.

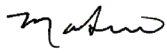
Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the CDBG program is met in the following manner:

CWS includes feedback, input and oversight from people with lived experience in the following ways: in our governance structure-the Board of Directors includes people with lived experience; participants are asked to participate in an exit interview as well as anonymous survey when leaving the program; the Executive Director meets twice a year with the VOICES (Survivor) Advisory Council annually; the Latina Services Coordinator engages the Promotoras for feedback and staff with lived experience also provide input.

DocuSigned by:

DBCAD1860649464...

4/21/2021

Signature/Authorized Official

Date

Executive Director

Title

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Northwest Family Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Northwest Family Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$325,297 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 21, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-024, H3S#10101

BACKGROUND:

Healthy Families. Strong Communities.

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

www.clackamas.us

May 6, 2021

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Northwest Family Services provides services and receives referrals for youth experiencing homelessness in Clackamas County. Under this agreement, Northwest Family Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Northwest Family Services has already successfully delivered over \$107,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

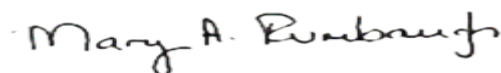
On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Northwest Family Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

Rodney A. Cook, Interim Director
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-024**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10101

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and **Northwest Family Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: <i>Sue Aronson</i>	Program Manager: <i>Teresa Christopherson</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suearo@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-650-5718 teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Emily Tingle	Program Representative: Corrie Etheredge
Northwest Family Services 6200 SE King Rd Portland, OR 97225 503-546-6377	Northwest Family Services 6200 SE King Rd Portland, OR 97225 503-546-6377
DUNS: 612467134	

RECITALS

1. SUBRECIPIENT provides programs to youth experiencing homelessness.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG

funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“ACT”).

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, 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 **January 1st, 2021** and expiring **December 31, 2021**, 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. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
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 and according to SUBRECIPIENT scope of work in Exhibit A.
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, including the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services (“OHCS”) award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. 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, grant amount COUNTY will pay is **\$325,297**. 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 Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY’s funding for this Agreement is as follows:

- **\$250,235:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
 - **\$47,748:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
 - **\$27,314:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to OHCS or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

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 it has received an award sufficient to fund this Agreement. 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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **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.
 - d) **Cost Principles.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is not included with this award.
 - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- n) **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.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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.
- q) **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) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- 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, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT's risk of non-compliance 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 reports, 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. Depending on the outcomes of the financial or performance 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.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by the SUBRECIPIENT to perform its obligations under this Agreement.
- 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 (6) years, or such longer period as may be required by

the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

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.

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

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 COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- a. SUBRECIPIENT 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. SUBRECIPIENT is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
 - b. All SUBRECIPIENT 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. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information (“ROI”) form for all clients, including for each adult member of the identified household, authorizing the release of personally identifiable information, information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. 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 SUBRECIPIENT, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be 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). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for COUNTY Coordinated Housing Access (“CHA”).
 - d. If required ROI's cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.

- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT's confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
 - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
 - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
 - iii. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
 - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- 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) **Drug Free Workplace.** SUBRECIPIENT 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 SUBRECIPIENT'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:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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 Grant 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 Grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. 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 COUNTY within 10 days after receiving notice 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 this section.

- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- 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.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, 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 SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any

way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage 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.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. 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 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 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:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly//Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(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.

Northwest Family Services

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:29:52
-07'00'
By: _____
Authorized Signature

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Rose Fuller 4/26/21

Printed Name Date
6200 SE King Road

Street Address
Portland, OR 97222

City / State / Zip / Phone

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor 4-21-2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

5. Provide the type, level and duration of service that will address participants' need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home "lot rent", utilities and utilities arrears only.
6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by CCSS.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System ("HMIS") data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. Coordinated Housing Access ("CHA")

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the

option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

15. SUBRECIPIENT is 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 Grant. 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 arrests and/or convictions occur during the Grant term. If a volunteer or employee of SUBRECIPIENT has a break in service, and does not work for 60 days or more for SUBRECIPIENT, or SUBRECIPIENT 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 continuing work for SUBRECIPIENT.

B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Outreach to Communities of Color - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **Homeless Management Information System (“HMIS”) Database:**

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. SUBRECIPIENT is required to:

- i. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with OHCS for the purpose of program reporting.
- ii. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant’s confidentiality.
- iii. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY’s Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.

- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed Three Hundred Twenty Five Thousand Two Hundred Ninety-Seven Dollars (**\$325,297**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is **January 1, 2021 to December 31, 2021**, and according to budget amounts as shown in table below. Program delivery will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements and as identified in

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$7,539	\$11,317	\$27,314
Administration	\$10,052	\$12,575	0
Rent Assistance	\$30,157	\$226,343	0
Total	\$47,748	\$250,235	\$27,314

EXHIBIT C CONGRESSIONAL LOBBYING CERTIFICATE

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.

Northwest Family Services

#21-024, H3S#10101, ERA, STARR, CDBG

Organization Name

Award Number or Project Name

Rose Fuller, Executive Director

Name and Title of Authorized Representative

Rose Fuller

Digitally signed by Rose Fuller

Date: 2021.04.26 13:30:18 -07'00'

4/26/21

Signature

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- C. Reimbursement by COUNTY will be within 21 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #:
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Northwest Family Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

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

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>advanced</u> on this agreement:	
Total Federal Funds <u>requested for reimbursement</u> on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

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: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and including but not limited to the following terms and conditions:

General:

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT 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) SUBRECIPIENT 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) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake 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 COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT 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.
- 9) SUBRECIPIENT shall 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.
- 10) 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. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, 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.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, 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.
 - 13) Provide COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
 - 14) Furnish representatives of COUNTY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) 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.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, 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 SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Grant 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.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including applicable sections of OAR 813 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any SUBRECIPIENT’s decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - 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;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have limited English proficiency (“LEP”). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations.” SUBRECIPIENT should create a written Language Access Plan (“LAP”) to provide a framework to document how SUBRECIPIENT’s programs will be accessible to all populations in their service area. SUBRECIPIENT who serves few

persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT's obligation to ensure LEP persons have access to programs or activities.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

Case Files

A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to

be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.

- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

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) 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 Grant. 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.
- C) SUBRECIPIENT 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.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A RE-ALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).
(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing; (ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(I) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Northwest Family Services
H3S# 10101
EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Northwest Family Services 6200 SE King Rd Portland, OR 97222	DUNS Number: [Recipient to provide] #612467134 Taxpayer Identification Number: [Recipient to provide] 93-0841022
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:30:48 -07'00'

Authorized Representative:

Title: [To be signed by chief executive officer if recipient is a local government.]

Rose Fuller, Executive Director

Date signed: 4/26/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.
- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
 2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.
- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

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

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) Release of Information

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 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 may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and subrecipient are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
- Informs the participant/applicant that they may contest any subgrantee's or subrecipient's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
- Allows any aggrieved person a minimum of thirty days to request an administrative review;
- 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;
- Informs OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee and subrecipient can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited.

Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy.

For more information, see the [Guide to Fair Housing for Nonprofit Housing and Shelter Providers](#) produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and subrecipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and subrecipient took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee or subrecipient has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or have a financial

interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> • Loss of income due to COVID-19 related factors • Impacted by business closure due to COVID-19 • Diagnosed or exposed to COVID-19 • Compromised health status • Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> • Literally homeless • Imminent risk of homelessness • Fleeing Domestic Violence • Homeless under other federal statutes • Unstably housed 	<ul style="list-style-type: none"> • At or below 80% AMI 	<ul style="list-style-type: none"> • Program Delivery • Homeless Prevention • Rapid Re-Housing

(A) *Household Composition*

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) *Housing Status*

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

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

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

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

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

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

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

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

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

Category 5: Unstably Housed—Individual or family who:

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

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member’s health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household’s current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Subgrantees and subrecipients are required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and be available for review by OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by STARR funding.

These policies and procedures must address the following elements:

- In what circumstances a remote application and documentation process will be used;
- Verification of the identity of the applicant;
- Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- Verification and documentation as appropriate for ongoing demonstration of eligibility; and
- Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) Program Delivery

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) Administration

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee's grant spending in accordance with subgrantee's Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant's confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of "Client's Residence/Last Permanent Address" will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA's are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

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

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) *Case Files*

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) *Records Access*

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) *Records Retention*

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR 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. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

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A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) ***Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."***

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) ***Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).***

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?

A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each CDBG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.

- c. SUBRECIPIENT must establish and consistently apply written standards for providing CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for CDBG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- g. Organizational conflicts of interest. The provision of any type or amount of CDBG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- h. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a

financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

- ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- i. Homeless Participation.
- i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the CDBG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the CDBG program, in providing services assisted under the CDBG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

HMIS – SUBRECIPIENT will comply with HUD’s standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the CDBG program is met in the following manner:

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:31:11 -07'00' 4/26/21

Signature/Authorized Official Date

Rose Fuller, Executive Director

Title