

4/20/2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Federal Subrecipient Grant Agreement with Northwest Housing Alternatives for an Emergency Food and Shelter Program. Agreement value is \$60,525 for 10 months. Funding is through the US Department of Homeland Security. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Issues on 4/18/2023		
<b>Performance Clackamas</b>	1. Build a strong infrastructure by providing transportation alternatives. 2. Ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
<b>Counsel Review</b>	Yes – AN 04/4/23	<b>Procurement Review</b>	N/A (grant)
<b>Contact Person</b>	Brenda Durbin	<b>Contact Phone</b>	503-655-8641

**EXECUTIVE SUMMARY:**

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of the Federal Subrecipient Agreement with Northwest Housing Alternatives (NHA) to provide emergency shelter services to houseless families.

The agreement is funded through the Federal Department of Homeland Security, Emergency Food and Shelter Program (EFSP). EFSP funding is dedicated to augmenting and expanding capacity for emergency shelter operations. NHA has been a sub-recipient of EFSP funds through Clackamas County for over 20 years. No match is required, and no County General Funds are involved.

Northwest Housing Alternatives will provide 4,842 bed nights of emergency shelter service for houseless families.

For Filing Use Only

**RECOMMENDATION:**

Staff recommends approval of this agreement and requests Tootie Smith, Board Chair, or her designee, sign on behalf of Clackamas County

Respectfully submitted,

*Rodney A. Cook*

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

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 23-020**

Project Name: **Emergency Food And Shelter Program Phase 39 and ARPA**  
Project Number: H3S#

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Humans Services, Social Services Division ("COUNTY"), and **Northwest Housing Alternatives, Inc.** ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: <b>Kara Taylor</b>	Program Manager: <b>Teresa Christopherson</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5430 ktaylor@clackamas.us	Clackamas County – H3S Social Services Division PO Box 2950 Oregon City, OR 97045 503-650-5718 teresachr@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Lindsay Hallberg</b>	Program Representative: <b>Peter Tompkins-Rosenblatt</b>
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, Oregon 97222 (503) 654-1007 x 118 hallberg@nwhousing.org	Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, Oregon 97222 (503) 654-1007 x 135 Rosenblatt@nwhousing.org
UEI: DLF5QP2L33P3	

**RECITALS**

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program ("EFSP"), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.
6. Whereas funding provided in this award is intended to supplement costs associated with the provision of emergency shelter services operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to

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stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.

7. This Grant Agreement of Federal 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”) the COUNTY and SUBRECIPIENT agree as follows:

### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on April 30, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2022** and expiring **April 30, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. 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. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **EFSP award number 37-7080-00 005 (Federal award date: 10/3/2022)** that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals and Addendum, and other required information in Exhibits A- F, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all 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 and Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the EFSP 39 and ARPA (Assistance Listing Number [“ALN”] #: 97.024) issued to COUNTY by the United Way on behalf of the U.S. Department of Homeland Security (“DHS”). The maximum, not to exceed, grant amount COUNTY will pay is **\$60,525**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
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. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days notice from either party by:

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- 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 DHS or the United Way has determined EFSP 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, any unexpended balances of ESG 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) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

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- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- 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. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- i) **Research and Development.** SUBRECIPIENT certifies this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- 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: Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- n) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the

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Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **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 six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- t) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP Phase 39, 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 COUNTY, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY’s right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with

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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 this 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 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- 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



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

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** 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

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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 the 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) **Abuse and Molestation Clause.** As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT’s employees and volunteers. Policy endorsement’s definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT’s employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 5) **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.
- 6) **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.
- 7) **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.

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- 8) **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.
  - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The 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.
  - 10) **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.
  - 11) **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.
  - 12) **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.

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- 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 and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: Applicable EFSP Manuals and Addenda
- Attachment A: Original Notice of Funding Opportunity, related FAQ's, and SUBRECIPIENT's approved proposal and certification

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

*(Signature Page Follows)*

**Northwest Housing Alternatives (11005)**

Subrecipient Grant Agreement – 23-020 EFSP Phase 39 and ARPA

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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 COUNTY

Northwest Housing Alternatives, Inc.

By: \_\_\_\_\_

By: Trell Anderson

Gary Schmidt, County Administrator

Trell Anderson, Executive Director

Dated: \_\_\_\_\_

Dated: 3/14/2023

Approved to Form

By: [Signature]  
County Counsel

Dated: 04/04/2023

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**EXHIBIT A  
Statement of Program Objectives**

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 39 and ARPA Funds, CFDA # 97.024	<b>AGREEMENT No. 23-020</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES</b>	

**Program Objectives**

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

1. No fees shall be charged to persons who are homeless for participating in any project funded services.
2. Provide temporary emergency shelter bednight services, to un-housed individuals and families in Clackamas County and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible. Clients must meet Oregon Housing and Community Services (“OHCS”) Housing Status Categories #1 (Literally Homeless), #2 (Imminent Risk of Homelessness), #3 (Homeless Under Other Federal Statutes), or #4 (Fleeing/Attempting to Flee Domestic Violence).
3. Use a person centered, problem solving, flexible approach to connecting individuals and families with longer term housing and other related services.
4. Diversion must be meaningfully attempted with all persons requesting shelter at the time of the request, and again with all shelter guests within 5 business days of shelter entry to determine whether individuals and households can be diverted from entering the homeless services system.
5. Households of any configuration will be eligible for services.
6. Shelter services must be provided in a trauma informed and wholly secular manner.
7. Shelters may not categorically exclude persons fleeing domestic violence.
8. Ensure a welcoming and safe environment for people of all genders, including persons who identify as transgender or non-binary.
9. Shelters may not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
10. Shelters may have rules to ensure a safe environment but these rules must be in plain language and as streamlined as possible. Shelter rules must align with Fair Housing law pertaining to emergency shelters.
11. Individuals and households must be entered into the Coordinated Housing Access system in HMIS, or their entries updated if they are already in the system, within three (3) business days of shelter entry. Domestic violence shelters may complete Coordinated Housing Access on a shadow or paper-based system using a unique identifier and notify Clackamas County Community Development (“CCCD”) HMIS team of housing referral lists the household should be added to. CCCD HMIS team will add the unique identifier to these referral lists. Housing providers will contact domestic violence providers for contact information when a possible housing unit or slot opens up.
12. Shelter must remain open 24 hours a day, seven days a week, 365 days a year. Short closures of up to 14 days a year are allowed for deep cleaning, staff training and major repairs and maintenance.
13. Open shelter beds must be accessible on weekends and holidays.
14. Shelter beds must be prioritized for the people with the highest safety and health vulnerability (or households including a highly vulnerable person).
15. SUBRECIPIENT must comply with all required financial and demographic information must be submitted per established timelines.
16. SUBRECIPIENT must participate in and provide services to un-housed individuals on the annual nights in January 2023 for the Point in Time homeless count.
17. If a guest has to leave due to disruption or of their own free will, SUBRECIPIENT may consult with COUNTY on whether bednight or day shelter rate is allowable. Regardless of the situation, no

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bednights or day shelter will be reimbursable if SUBRECIPIENT does not have complete and accurate HMIS data or equivalent for the guest.

18. SUBRECIPIENT must comply with all relevant health, fire and life safety codes from the local fire marshal and the jurisdiction with permitting authority.
19. SUBRECIPIENT must have a written harm reduction policy that addresses under what circumstances and for what conduct people may be excluded from the warming center and for what period of time. In the event a person is excluded under the harm reduction policy, shelters must document the reason for the exclusion and the duration. Shelters must make a diligent effort to ensure that the excluded person has an alternate safe place to sleep.
20. 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 contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the contract 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 working for SUBRECIPIENT.
21. Service Boundaries. Services must be prioritized for Clackamas County residents, as determined by the self-reported zip code or area of last residence, who meet the eligibility guidelines. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites and the like in Clackamas County. Persons currently residing in neighboring counties who were recently residing in, employed in or otherwise have strong ties to Clackamas County are also eligible. However, shelters must in no way exclude people who cannot provide “proof” of residency or tie to Clackamas County. Additionally, persons fleeing domestic violence or other forms of abuse are excluded from the Clackamas County residency prioritization.

### **Performance Standards**

1. SUBRECIPIENT shall, and shall cause, denial, appeal and fair hearing procedures to be accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies 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 assistance services.
5. SUBRECIPIENT shall maintain fiscal policies outlining separation of duties and fraud prevention and recovery (both for employee and client) that includes clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
7. SUBRECIPIENT shall maintain non-discrimination records retention, and confidentiality policies.

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8. SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.
9. In operating the shelter, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and required supervision of the facility is provided in keeping with local regulation or requirements.
10. SUBRECIPIENT shelter must be ADA accessible.
11. SUBRECIPIENT 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.
12. Shelter Diversion. A problem solving strategy that prevents people who are homeless from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing. Shelter diversion is flexible and may include support to overcome other kinds of barriers that would lead to shelter diversion. Diversion must be meaningfully attempted with all persons requesting shelter at the time of the request, and again with all shelter guests within 5 business days of shelter entry to determine whether individuals and households can be diverted from entering the homeless services system.
13. SUBRECIPIENT must provide proof of registry number to do business in Oregon at the Secretary of State online registry system: [http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login)
14. SUBRECIPIENT must maintain required approvals to operate a shelter 24 hours a day, seven days a week, 365 days a year at the proposed site from the jurisdiction with permitting authority, in addition to fire marshal approval for the capacity, or if organization is exempt, provide proof of exemption.
15. SUBRECIPIENT agrees to allow COUNTY to include information on service availability and access points in media releases and on websites including but not limited to 211, the Clackamas County website, and through social media such as, but not limited to, Facebook and Next Door.



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### **Reporting Requirements**

#### **Program Specific Reporting**

1. SUBRECIPIENT shall comply with current Homeless Management Information System (“HMIS”) Policies and procedures and adhere to all HMIS reporting requirements. 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:
  - a) Collect and enter related client 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.
  - b) Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Contractor is responsible for acquiring and documenting informed consent from program participants, and protecting program participant’s confidentiality.
  - c) 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 Oregon Housing & Community Services (“OHCS”) prior to invoice submittals, and by the 10<sup>th</sup> of each month for services in the preceding month.
  - d) Collect, as required by COUNTY, universal data elements which include demographic information on all clients at entry.
  - e) Use COUNTY’s approved, secure email system to submit invoices and backup documentation.
  - f) Collect and retain copies of invoices, sign-in sheets, and HMIS Entry and Re-Entry paper forms in a secure, locked location for required monitoring by COUNTY.
  - g) Enter into an agreement with Clackamas County Community Development division for access to HMIS.
  - h) Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
  - i) Shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Additional information will be provided by COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site e.g. invoices, service records and sign-in logs. Bednight reports must be submitted on the reimbursement request template in Exhibit D.
5. Project Outcomes - COUNTY to complete reporting format within 1 month of contract execution.

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Outcome	Goal	Source
Shelter Diversion	At least 10% of households/persons requesting or accessing shelter are diverted from entering the system within five business days of entry	HMIS or comparable
Occupancy	At least 90% occupancy rate, based on Contractor's stated capacity	HMIS or comparable
Assessment	At least 75% of shelter guests are assessed for longer term housing using the Coordinated Housing Access system within three business days of entry	HMIS or comparable
Permanent Housing	At least 30% of households served exit to permanent housing or another <b>positive housing destination*</b>	HMIS or comparable
Permanent Housing	At least 80% of households exiting to permanent housing have retained their housing 6 months after exit date.	HMIS or comparable
Non-permanent housing	At least 10% of households served exit to other longer term destinations (long term care, substance abuse treatment or other similar)	HMIS or comparable
Equity	Outcomes accomplished by shelter guests identifying as people of color are equal to or higher than those accomplished by shelter guests identifying as white	HMIS or comparable
Data Entry Timeliness	At least 95% of households data is entered into HMIS within 3 business days of entry	HMIS

**\*Positive housing destinations include:**

- Owned by participant, no ongoing housing subsidy
- Owned by participant, with ongoing housing subsidy
- Rental by participant, no ongoing housing subsidy
- Rental by participant, with VASH housing subsidy
- Rental by participant, with other ongoing housing subsidy
- Permanent housing (other than Rapid Re-Housing) for formerly homeless persons
- Staying or living with friends, permanent tenure
- Staying or living with family, permanent tenure
- Rental by participant, with Rapid Re-Housing or equivalent subsidy

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**EXHIBIT B**

**SUBRECIPIENT Program Budget**

<p><b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 39 and ARPA Funds, CFDA # 97.024</p>	<p><b>AGREEMENT No. 23-020</b></p>
<p><b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES</b></p>	

Total maximum compensation under this contract shall not exceed \$60,525 of EFSP funds for emergency temporary shelter. The EFSP funds equate to 4,842 bed nights at \$12.50 per person in residence per night.

EXHIBIT C – LOBBYING CERTIFICATE

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid by or on the 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 the 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, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Title 31 U.S.C. §1352. 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.

**Please do not alter this form; any questions regarding the form should be directed to EFSP staff.**

Northwest Housing Alternatives, Inc.  
LRO Name

708000-005  
LRO ID Number (9 digits)

Trell Anderson

\_\_\_\_\_  
Representative Name

Trell Anderson  
Representative Signature

3/14/2023

\_\_\_\_\_  
Date (month/day/year)



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**EXHIBIT E  
Award Special Terms and Conditions**

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 39 and ARPA Funds, CFDA # 97.024	<b>AGREEMENT No. 23-020</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	

**1. General Performance Standards**

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 35 Manual & EFSP Phase 36 Addendum and Phase 37 and CARES Addendum to the Phase 35 Responsibilities and Requirements Manual, the Phase 36 Addendum, and the Phase 39 and ARPA Addendum (Exhibit F).

**2. Project Expectations**

- a. **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.
- b. **Schooling** – All school-aged children will be enrolled in and attending school.
- c. **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.
- d. **Shelter Access** – Coordinated Housing Access will refer people to each shelter, but shelters may also accept self-referrals or referrals from other providers, such as, but not limited, to School District Homeless Liaisons, Hospital Social Workers, culturally specific organizations (if applicant is not a culturally specific organization), Oregon Department of Human Services, and Community Corrections.
- e. **Prioritization of Vulnerable Persons** - Shelters must prioritize unsheltered individuals and families who are at greatest risk for severe health and safety consequences if not sheltered. However, in order to maintain a functional shelter system, persons who have not been in contact with a shelter provider for 30 days will be placed on an inactive list.

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### **3. Staff**

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliance with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

### **4. Monitoring**

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

### **5. Confidentiality**

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

### **6. Drug-Free Workplace**

To the extent required by Federal law, SUBRECIPIENT 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 of:
  - (1) The dangers of drug abuse in the workplace;
  - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.

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- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

### **7. Emergency Shelter Notice of Funding Opportunity (NOFO)**

- a. COUNTY's Notice of Funding Opportunity ("NOFO") Emergency Shelter Announcement released on August 29, 2019, including subsequent addenda and FAQ postings, and SUBRECIPIENT's application, including Appendix A, Certifications and Assurances Form, submitted to COUNTY in response to the NOFO posting are incorporated herein and included as Attachment A.



**EXHIBIT F**  
**EFSP Phase 35 Manual**  
**&**  
**EFSP Phase 36 Addendum**  
**&**  
**Phase 37 and CARES Addendum to the**  
**Phase 35 Responsibilities and Requirements Manual**  
**Phase 36 Addendum**  
**and the Phase 39 and ARPA Addendum**

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<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 39 and ARPA Funds, CFDA # 97.024	<b>AGREEMENT No. 23-020</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES</b>	

Incorporated by reference. The Phase 35 Emergency Food and Shelter Program Responsibilities and Requirements Manual (Phase 35 EFSP Manual) and Phase 36 Addendum are being used, in conjunction with the Phases 37 and CARES Addendum and the Phase 39 and ARPA Addendum, for the administration of Phases 39 and ARPA. These addendums provides updates to the Phase 35 EFSP Manual currently on the EFSP website to guide implementation of the program.