

June 18, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
Dollar Amount and Fiscal Impact	The total agreement is \$7,965,973. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
Funding Source	Federal Older American Act & State General Fund - \$292,364 of County General Funds are used to meet match requirements for internal programs.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	071819-A6, 010920-A3, 043020-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the original agreement on 7/9/19, amendment #1 on 12/16/19, and amendment #2 on 4/20/20. EOC Command reviewed amendment #3 and approved on 5/28/20
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9337

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 3 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. The biennial allocation increased by \$1,717,223 from \$6,248,750 to \$7,965,973. This agreement reflects the adjustments to the OAA funds with additional program funding for providing services in response to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. This amendment was reviewed and approved by EOC Command on May 28, 2020. It is retroactive to April 21, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services



Grant Agreement Number 160440

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **3** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
District 2, Type A
Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as “Recipient” or “AAA” or “County”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice. Recipient’s performance of the Program described in Exhibit A, Part 1, with the additional funding for providing services to respond to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19, may start **April 21, 2020**. This amendment shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2

2. The Agreement is hereby amended as follows below. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bolded**.

a. Amend **Grant Disbursement Generally**, Section 3 only as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$6,248,750.00~~. **\$7,965,973.00** DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

b. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, section 1.b only **“Funding Appropriations”**, as follows:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$3,324,480 <u>\$4,078,566</u>	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$344,444 <u>\$343,532</u>	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Seq Mitig Spa Funds	\$201,117	
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266	
Families First Coronavirus Response Act Funding	\$313,150	CFDA 93.045
<u>CARES Act Funding, Title III-B, Supportive Services</u>	<u>\$218,519</u>	<u>CFDA 93.045</u>
<u>CARES Act Funding, Title III-C, Nutrition and Meals Services</u>	<u>\$624,548</u>	<u>CFDA 93.045</u>
<u>CARES Act Funding, III-E, Family Caregivers Support Program</u>	<u>\$120,982</u>	<u>CFDA 93.045</u>
Other State Funds	\$0.00	

- c. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, to include a new subsection “1.g” concerning "Coronavirus Aid, Relief, and Economic Security (CARES) Act" to include OAA Supportive Services, Nutrition, and Family Caregiver Support programs, incorporated herein by reference and stated as follows:

g. AAAs will be allowed to carry forward CARES Act Funding over until September 30, 2021, to provide for program services.

- d. Amend **Exhibit A, Part 3 “Special Terms and Conditions”**, to include specific requirements related to the use of “Coronavirus Aid, Relief, and Economic Security (CARES) Act" funding, to include a new Section 4, “Major Disaster Declaration number DR4499OR Agreement Provisions”, incorporated herein by reference and stated as follows:

4. Major Disaster Declaration number DR4499OR Agreement Provisions.

DHS is acquiring the services under this amended Agreement for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. DHS intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, for the costs, and Recipient shall provide to DHS timely reports that provide enough detail to DHS’ reasonable satisfaction, in order to obtain federal reimbursement.

This Agreement is subject to the additional federal terms and conditions located at:

<https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement.

3. **Exhibit E** as shown at: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.
4. In accordance with **Exhibit A Part 2, Section 2** and the funds use statement therein which provides: “No funds will be authorized for use by AAA without submission and approval of the Area Plan.”, Recipient agrees to include Coronavirus Aid, Relief, and Economic Security (CARES) Act funding plans in its submission and approval of the Area Plan.
5. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

6. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR

Email address: stefanierei@clackamas.us

Telephone: (503) 655-8330 Facsimile: (503) 655-8889

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured pool

Policy #: _____ Expiration Date: _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

7. Signatures.

Clackamas County

By:

_____	<u>Richard Swift</u>
Authorized Signature	Printed Name
Director, Health, Housing & Human Services Dept	_____
Title	Date

State of Oregon acting by and through its Department of Human Services

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

<u>Wendy Johnson, Sr. Asst. Attorney General</u>	<u>May 18, 2020</u>
Department of Justice	Date

June 11, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Software Services Agreement /
Procurement of Software Services with Firstwatch Solutions Inc.**

Purpose/ Outcomes	A surveillance data and analytics platform for emergency medical services partners that enables coordinated response to incidents in near real-time. This software modernizes and enhances surveillance and situational awareness for the local COVID-19 emergency response.
Dollar Amount and Fiscal Impact	Contract total value of \$452,045.64
Funding Source	Emergency Medical Services Cost Savings Account (System Enhancement Fund) No County General Funds are involved.
Duration	Total Duration of seven (7) years. Five (5) year base period plus two (2) option years. This agreement is effective upon board signature and will terminate on June 1, 2025
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Improve community safety and health 2. Ensure safe, healthy, and secure communities
Counsel Review	County Counsel reviewed and approved this document on March 27, 2020.
Contact Person	Philip Mason-Joyner 503-742-5956
Contract No.	2854

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department (H3S) requests the approval of Software Services Agreement /Procurement of Software Services with Firstwatch Solutions Inc.

The H3S / Public Health Division has determined in conjunction with its EMS partners that immediate deployment of a near real-time Emergency Medical Services (EMS) surveillance data and analytics tool is needed. This will enable us to bring together multiple streams of data-reporting into an easy to use dashboard that puts previously inaccessible information immediately to use by EMS partner agencies and the local public health authority.

By combining 9-1-1 computer assisted dispatch, Fire and EMS patient care reports, hospital admissions, public health surveillance and a host of other near real-time data, this software should enable system partners to coordinate and respond to incidents as they are emerging, rather than responding hours, days or weeks later as information slowly becomes available. To enhance surveillance and situational awareness of COVID-19 this software will enable the County to monitor the EMS system and the population's health in near real-time.

As an analytics suite this type of software serves to facilitate quality improvement and assure regulatory compliance. Additionally, Clackamas County Public Health is tasked with ensuring the regulatory oversight of the EMS system, specifically meeting agreed to standards of service delivery and scene arrival time. Currently this task is administered by an EMS Coordinator who manually analyzes and standardizes a disparate variety of compliance reports submitted by agencies. The adoption of EMS analytics software should enhance transparency by having compliance monitoring achieved in real-time by an off-site third-party vendor who could provide these reports independently of both the County and contractor.

PROCUREMENT PROCESS:

On April 09, 2020, a Sole Source Request was submitted to the Procurement office and was approved by the Chief of Procurement on April 20, 2020. A Notice of Intent to Award Sole Source Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on April 22, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed contract with Firstwatch Solutions Inc. and have come to a tentative agreement.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Software License Agreement, Government Addendum, and Business Associate Agreement with Firstwatch Solutions Inc. and, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the full seven (7) year term.

Respectfully submitted,



Richard Swift, Director

Placed on the Agenda of 6-18-2020 by Procurement and Contract Services

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 2854**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Public Health Department and FirstWatch Solutions, Inc. ("Contractor"). This Addendum shall be attached to, and incorporated into the FirstWatch Solutions, Inc. Software License Agreement ("Vendor Agreement"). As used below, "Contract" means this Addendum, the Vendor Agreement, and all other Exhibits listed in Section B. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control. No other terms or conditions, whether from the Contractor or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 01, 2025. This contract may be extended for two additional annual option periods.
- B. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred fifty-two thousand forty-five dollars sixty-four cents (\$ 452,045.64), for accomplishing the Work required by this Contract under the base term and two additional annual option periods. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- C. Exhibits.** The following Exhibits are hereby attached to, and incorporated into this addendum by reference:
 - Exhibit A – FirstWatch Solutions, Inc. Software License Agreement (Vendor Agreement)
 - Exhibit B – FirstWatch Statement of Work (SOW)
 - Exhibit C – Clackamas County Additional Federal Terms and Conditions
 - Exhibit D – Clackamas County Business Associate Agreement (BAA)
- D. County Contract Administrator.** The County Contract Administrator for this Contract is **Philip Mason-Joyner**.
- E. Invoices and Payments.** Invoices shall be submitted to: **Philip Mason-Joyner** Email: pmason@clackamas.us Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.
- F. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County and the entities named in section R of this contract as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- G. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- H. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- I. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- K. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
- L. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this

state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- M. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County and the entities identified in section R of this Contract, their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the listed entities to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- N. HIPAA Compliance.** Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit D, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information ("PHI") disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.
- O. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- P. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- Q. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- R. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- S. Third Party Beneficiaries.** County, Contractor, and the Fire Districts listed below are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. The Following Entities are specifically identified as third party beneficiaries under this Contract:
- Canby Fire District
 - City of Lake Oswego
 - Clackamas Fire District

- Colton Fire District
- Gladstone Fire District
- Hoodland Fire District
- Molalla Fire District
- Sandy Fire District
- Tualatin Valley Fire & Rescue

T. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

U. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

V. Data Security. Contractor agrees to preserve the confidentiality, integrity and accessibility of County data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor or open source support. Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of County data caused by a breach of its data security.

W. Data Transmission. Contractor agrees that any and all electronic transmission or exchange of system and application data with County and/or other parties expressly designated by County shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “Data Re-Use” below.


X. Additional Federal Terms & Conditions.

The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein. Further Federal Language is listed in Exhibit C.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

FirstWatch Solutions Inc.

Clackamas County

 5/27/20

 Authorized Signature Date

 Authorized Signature Date

Todd Stout, President

 Name/Title (Printed)

 Name/Title (Printed)

Approved As To Form:

Handwritten signature

05/27/2020

Clackamas County Counsel

Date



Every Record. In Real Time. Automatically.

04/30/2020

Philip Mason-Joyner
Operations Manager
Clackamas Public Health
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Mason,

We are pleased and honored that you have chosen to deploy the FirstWatch® Early Event Detection System at Clackamas Public Health. You are joining a growing number of communities, large and small, who recognize the value of real-time syndromic surveillance, situational awareness, operational analysis, clinical improvement and alerting ability found in FirstWatch.

Please accept the following documents; starting with a short 3-page license Agreement along with other documentation to assist with the acquisition and installation of your FirstWatch System.

- **Software License Agreement**
- **Schedule A:** Defined Terms
- **Schedule B:** Project Services, Pricing, Payment Schedule, Contact Information and Technical Specification
- **Schedule C:** Acceptance Test Plan. This document will be used to validate that the FirstWatch system is operating to specifications

Please review these documents and feel free to contact FirstWatch if you have any questions or comments.

Best Regards,

Katelyn Gilligan

Katelyn Gilligan
Project Manager
(760)658-9850
kgilligan@FirstWatch.net

www.FirstWatch.net

1930 Palomar Point Way, Suite 101 • Carlsbad, CA 92008 • Phone 760.943.9123 • Fax 760-942-8329



Every Record. In Real Time. Automatically.

FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. *Parties; Effective Date.* This Software License Agreement ("Agreement") is between FirstWatch Solutions, Inc., 1930 Palomar Point Way., Suite 101, Carlsbad, California 92008 ("FirstWatch") and the undersigned software user ("Client" or "Agency"). This Agreement is effective on the date last signed ("Effective Date").

2. *Purpose of Agreement.* FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule B ("Software") according to the terms of this Agreement.

3. *Grant of License.* FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule B for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software. FirstWatch further grants Client express authority to share its license with the entities listed within the section R of Government Addendum #2854 this Contract is attached to.

4. *License Term; Maintenance Services.* The term of the Software license is perpetual. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule B of this Software License Agreement and with payment in full for the maintenance portion of the Agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.

5. *FirstWatch Intellectual Property Rights.* The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.

6. *Delivery, Installation, and Testing.* Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the

computing environment on which the Software will reside, and for installing the Software in accordance with Schedule B and Client shall test the Software within ten (10) days after FirstWatch has enabled Client's access to the Software.

7. *Acceptance.* The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule C, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software it shall delete the Software from its computing system, shall certify in writing such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.

8. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after acceptance, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.

9. *Fees and Payments.* Client shall pay all fees according to the terms of Schedule B, and to pay a late fee of one and a half percent (1.5%) interest per month on all overdue amounts for any fees due and payable under the Agreement. Client shall pay for all travel-related expenses in accordance with the Client's travel reimbursement policy, found at <https://www.clackamas.ais/finance/terms.html>, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Travel-related expenses are not included in the not to exceed amount set forth in Schedule B. Any additional services will be pursuant to a separate written agreement.

10. *Limited Warranties; Exclusions.*

FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used as specified by FirstWatch. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance.

The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch.

FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. - Except for claims arising from bodily injury, property damage, gross negligence, or a breach of a party's confidentiality obligations under this Agreement, in no event shall either party's liability for any claims arising out of or in any way related to this Agreement exceed the aggregate insurance maximums required under the government addendum that is attached to this Agreement.

12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.

13. *Indemnification.*

FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies

FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperate, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party.

If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this license and refund to Client the license fees paid for the Software on a straight-line three-year depreciation basis. This Agreement states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

14. *Confidentiality.*

FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").

Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in accordance with applicable law and in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data

only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information (“PHI”) and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any Agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *General.*

All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.


The Agreement, all Schedules (A-D), the government addendum, and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or understandings. The Agreement shall be governed by the laws of the State of Oregon and may be amended only by a writing signed on behalf of both parties. Electronic mail shall not be deemed to constitute a signed writing for

purposes of this modification provision unless expressly identified as an amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by a representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection.

The Parties may not assign any rights or delegate any duties under the Agreement without the prior, written consent of the other Party, which will not be unreasonably withheld, and any attempt to do so without consent will be void. However, no consent shall be required in the case of a Party’s transfer of all or substantially all of its business or assets by merger, asset sale, or other similar transaction. The Agreement is binding upon the parties’ successors and permitted assigns.

AGREED AND ACCEPTED:

FirstWatch Solutions, Inc.

Date: 5/27/20
By: 
Name: Todd Stout, President

Client Name and Address:

Clackamas Public Health
2051 Kaen Road
Oregon City, OR 97045

Date: _____
By: _____
Name: _____
Title: _____

Schedule A:

Defined Terms

1. The word "Agreement" to mean this Agreement, as amended, modified or supplemented from time to time in accordance with the terms of this Agreement.
2. The word "Client" or "Agency" to mean Clackamas Public Health.
3. The word "Effective Date" to mean the date in which this Agreement was last signed.
4. The word "Days" to mean Calendar Days.
5. The word "Software" to mean the code installed locally on the Client's server to retrieve and transmit data between systems.
6. The word "Information" to mean confidential patient, private or trade secret data.
7. The word "System" to mean the hardware components that have been carefully chosen so that they work well together and software components or programs that run in the computer.
8. The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by FirstWatch in accordance with the provisions of this Agreement.

Schedule B:

Project Services, Pricing & Payment Schedule, Contact Information & Technical Specifications

Project Services:

- Single license of FirstWatch Thin-Client (Remote Data Gathering) Software installed on Client's dedicated FirstWatch PC/Server
 - All data integrated with Agency's Data Source/System will be integrated via:
 - Connectivity to a data source via ODBC or similar means;
 - or Text or XML **file** output for each incident from a Client-provided process (one or more files for each incident) that provides files on the dedicated FirstWatch PC/Server;
 - or client provided web services interface allowing FirstWatch to securely access, query and receive necessary data via a non-dedicated internet connection. Client provided web services interface will include the ability to encrypt and decrypt data and options to query live and historical data.
 - Data Shuttle, remote connectivity and other software and processes on Client's dedicated FirstWatch PC which work together to reliably and securely transmit data to the FirstWatch Data Center, and allow for remote support, using Client-provided, always-on Internet connectivity.
 - Linking of data sources requires, at a minimum, a unique key that exists within each data source in a useable format.
- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Client's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.
- Provide up to fifty (50) Client-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3rd-party services or tools, may be licensed separately.)
- Provide the ability for the Client to define all system included and client purchased "trigger sets" for monitoring by FirstWatch.
- Provide the ability for the Client to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.
- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

Client Pricing:

Client FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	Base System License* (DS1 – CentralSquare Inform CAD)	1	\$37,860	\$37,860
2	Annual Support & Maintenance* (DS1)	1	\$8,329.20	\$8,329.20
3	Data Source Integration (DS1)	1	\$7,500	\$7,500
4	Installation / Configuration	1	\$2,500	\$2,500
5	Training / Trigger Consultation / Project Management	1	\$9,500	\$9,500
6	System License* (DS2 – ESO ePCR – Countywide)	1	\$26,502	\$26,502
7	Annual Support & Maintenance* (DS2)	1	\$5,830.44	\$5,830.44
8	Data Source Integration (DS2)	1	\$7,500	\$7,500
9	System License * (DS3 – ProQA)	1	\$4,500	\$4,500
10	Annual Support & Maintenance * (DS3)	1	\$990	\$990
11	Data Source Integration (DS3)	1	\$7,500	\$7,500
12	ProQA Dashboard Report	1	Incl.	Incl.
13	Standard System Triggers (included)	20	Incl.	Incl.
14	Additional Standard System Triggers	40	\$400	\$16,000
15	Additional Standard System Triggers Annual Support & Maintenance	40	\$200	\$8,000
16	Interactive Data Visualization (IDV)	1	\$2,500	Incl.
17	Interactive Data Visualization Annual Support & Maintenance	1	\$550	Incl.
18	Performance Plus Module (PPM)	3	\$2,500	\$7,500
19	Performance Plus Annual Support & Maintenance	3	\$550	\$1,650
20	Academy Analytics FirstWatch Data Integration	1	\$1,000	\$1,000
21	Academy Analytics Data Integration Annual Support & Maintenance	1	\$500	\$500
22	Patient Centric View FirstPass Module (AMR and Clackamas County Fire)	1	\$17,500	\$17,500
23	FirstPass Add-on Agency	9	\$5,000	\$45,000
24	FirstPass Add-on Agency Annual Support & Maintenance	9	\$1,100	\$9,900
25			Total Price	\$225,561.64

* License and Maintenance costs are for monitoring Client's EMS Calls. Assumptions are based on 40,000 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

Client Payment Schedule:

Client FirstWatch Payment Schedule	
Project Initiation Payment: 50% >Invoiced for at Contract Execution	\$112,780.82
FirstWatch Base System (DS1) Installation Payment: 40% >Invoiced for at Base System Installation	\$90,224.66
FirstWatch Base System (DS1) Acceptance Payment: 10% >Invoiced for at Base System Acceptance (ATP)	\$22,556.16

Client Maintenance and Support Fees:

Maintenance fees beyond the Term of this Agreement will recur and reflect then-current FirstWatch maintenance and support rates unless otherwise agreed upon by both parties. Any additional maintenance or other costs past the terms of the contract shall be agreed to in writing via an official contract amendment.

The table below shows the not to exceed annual maintenance and support for a base period of (5) years with two additional optional years. Annual maintenance and support fee increase is 2% per year.

Annual Support & Maintenance for Year 2	\$35,904
Annual Support & Maintenance for Year 3	\$36,622
Annual Support & Maintenance for Year 4	\$37,354
Annual Support & Maintenance for Year 5	\$38,101
Annual Support & Maintenance for Year 6 – Optional	\$38,863
Annual Support & Maintenance for Year 7 – Optional	\$39,640

Data Source Conversion Fees:

At least a 90-day notice of a proposed data source change for the FirstWatch OCU and FirstPass Modules and Customized Reports is *highly recommended* as it will allow both parties an opportunity to better prepare to be ready. Should less notice be given, FirstWatch will do its best to manage the required changes, but that may mean it may not be ready when needed.

When customer has FirstWatch FirstPass enhancement module LIVE and switches to new ePCR system; a FirstPass Re-Configuration Fee of up to \$12,000 will be required to modify and validate FirstPass protocol tests and automated queue-based processes and FirstPass reports against customers new ePCR system data. This is in addition to a \$7,500 new Data Source Interface fee (for total of \$19,500).

Contact Information:

Licensors Contact Tax ID No: 05-0544884	Todd Stout, President FirstWatch® 1930 Palomar Point Way, Suite 101 Carlsbad, California, 92008	Phone : 760-943-9123 Fax : 760-942-8329 Email : admin@firstwatch.net
Client Contact	Philip Mason, Operations Manager Clackamas Public Health 2051 Kaen Road Oregon City, OR 97045	Phone : 503-742-5946 Email : pmason@clackamas.us

Technical Specifications:

FirstWatch Hardware Requirements:	
Minimum (only if using existing equipment)	Preferred (required/minimum if new equipment)
Dedicated PC or Virtual Machine used exclusively for FirstWatch purposes	Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Pentium IV Compatible 2.0GHz or better as long as it meets the minimum requirements for installed OS	Core Duo 2.4GHz or better
1GB RAM or better	4GB RAM or better
100GB Hard Drive or larger (two partitions 20GB (OS), balance as data)	250GB Hard Drive or larger (two partitions 50GB (OS), balance as data)
10/100mb Ethernet Card	100mb / 1GB Ethernet Card
16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor or via KVM
CD-R/CD R-RW drive or better	CD-RW/DVD drive or better
FirstWatch Software Requirements:	
Minimum	Preferred
Microsoft Windows Server 2003/2008/Windows 10 Professional including all the latest updates and patches loaded	Microsoft Windows Server 2012 R2 (64bit) Standard Edition including all the latest updates.
Complete (run all from my hard drive) installation of Microsoft Access 2010 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access. Note: If Priority Alert was purchased, preferred specifications are required.	Complete (run all from my hard drive) installation of Microsoft Access 2013 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server Management Studio Tools (Only) is preferred over MS Access. NOTE: For general installations, we do not need an instance of MS SQL Server installed on the server —just management studio tools.
ODBC driver or other licensed and approved connectivity to underlying database	ODBC driver or other licensed and approved connectivity to underlying database
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
WinZip or compatible software - Not Required if functionality included in Windows OS	WinZip or compatible software - Not Required if functionality included in Windows OS
Microsoft .NET Framework Version 3.5. (installed with local FirstWatch Thin Client Software)	Microsoft .NET Framework Version 3.5 (installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.	Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Connectivity / Firewall & Environment:

Always-on high speed broadband Internet connectivity under customer specified and controlled security settings;
Recommend static IP address with hardware firewall.

Read-only Network access to database(s) being monitored (**ODBC connection**)

Outbound only access for **HTTP (port 80)** and **HTTPS (port 443)** with access to *.firstwatch.net.

For agencies using FirstWatch provided Cisco WebEx Remote Access Agent service for installation and support, it may be necessary to create an exception list for WebEx sites on the firewall or proxy to properly use WebEx services. In most cases, the IP Range that can be used to add an exception for the firewall or proxy is 64.68.96.0-64.68.127.255 and ports 80, 443 and 1280.

SMTP account and access through client-controlled server (preferred, **not required**) or SMTP access to mail.stoutsolutions.com and mail.firstwatch.net. SMTP will be required for Priority Alerting Module, which is sold optionally.

Local (not network) server **administrator** account with access to specifications above.

To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible include UPS, back-up generator, monitored data circuits) and HVAC controlled secure environment.

Support:**Minimum**

Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service Agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it.

Disclaimer: Although FirstWatch requires a dedicated machine for our applications, some clients have requested running the FirstWatch applications on a server that is shared with other applications or in a virtual server environment. We have successfully deployed in a combination of these configurations and are willing to attempt an install in this environment if the client understands that there is risk involved. The risk is that if another process or application on the same machine renders the machine unresponsive, it could potentially stop the processing of the FirstWatch applications. Conversely the FirstWatch applications may affect the other applications. Therefore, if the client decides to move forward in this manner and results in ongoing problems with our application, we will respectfully request that our system be transferred to a dedicated machine for the purpose of running the FirstWatch applications. FirstWatch staff will be happy to assist the client with reconfiguring the FirstWatch system on a new machine.

Schedule C:

Acceptance Test Plan

Introduction

The FirstWatch Acceptance Test Plan (ATP) is designed to confirm with you, our Client, that FirstWatch data integration has been completed. It is also the tool by which you will be guided through the verification process of FirstWatch Base System Acceptance. Some features and functions may vary depending on data system and type. Each commonly used functionality of the product is provided an expected result for each "test" executed. These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch cannot make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y Fail = N	Comment
1	Navigate to the FirstWatch Subscriber Site subscriber.firstwatch.net	FirstWatch Subscriber Site displays	Yes / No	
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers	Yes / No	
3	Launch your All Calls Trigger	New window opens showing the Event List summary page	Yes / No	
4	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.	Yes / No	
5	Click the View Alert Config link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."	Yes / No	
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads do not interfere with ATP	Yes / No	
7	Click the Graphs link from the top of the page	The GraphIt Summary page will display	Yes / No	
8	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.	Yes / No	
9	Check the Hide Hourly Events box above the Actual Events Graph.	Green bars along bottom axis will disappear	Yes / No	
10	Click the Maps link from the top of the page. The Map link is only present for data sets that include geo-data	Click on the filter icon and select a sub-category in the Group By dropdown. Click an incident on the map and click the Incident Detail hyperlink to launch the incident drilldown.	Yes / No	
11	Click the Layers icon and click the Top 10 Problems category	A multi-colored list of the Top 10 Problems will appear	Yes / No	
12	Click the Destination link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.	Yes / No	

13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.	Yes / No	
14	Specify a Start Date/Time and Stop Date/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click Event List link.	After calculations are complete, trigger will display line listing of all events for date/time range selected.	Yes / No	
15	Click GraphIt link	GraphIt summary for date/time range selected will display	Yes / No	
16	Click Maps link	Page displays MapShot of all activity for date/time range selected.	Yes / No	
17	Click the Go-Back to real-time link.	Page returns to Event list view.	Yes / No	
18	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		

Acceptance: *Test Plan Passed Successfully, Test Plan Conditionally Accepted or Test Plan Did Not Pass*

Notes:

If Conditional or Rejected please specify the reason(s) in detail

Name:

Title:

Agency:

Signature:

Date:

When completed, please email this form to admin@firstwatch.net



Every Record. In Real Time. Automatically.

Statement of Work

EXHIBIT B

Statement of Work

Clackamas Public Health

FirstWatch System –Real Time Monitoring & Alert System

Document Control**Change Control****Document Name** Statement of Work**Reference** Clackamas Public Health – Real Time Monitoring & Alert System**File Name** Clackamas Public Health – FirstWatch Statement of Work.doc

Ver.	Date	File Name	Details	Author
1.0	4/30/2020	Clackamas Public Health – FirstWatch Statement of Work v1.doc	Draft 1	Katelyn Gilligan

Table of Contents

Document Control	2
Table of Contents	3
1. Introduction	4
1.1 Defined Terms	4
1.2 Introduction	4
2. Scope	5
2.1 FirstWatch Project Overview	5
2.2 Scope Inclusions	5
2.3 Scope Exclusions	8
2.4 Project Personnel	8
2.5 Project Assumptions and Limitations	8
2.6 Project Issues and Risks	9
2.7 Overview of Client Responsibilities	9
3 Professional Services	10
3.1 Project Management	10
3.2 FirstWatch User/System Training	10
3.3 Trigger Definition, Re-definition, & Refinement	10
3.4 Project Meetings	10
3.5 Installation Tasks	11
3.6 Client Responsibilities	11
4 Overview of Project Implementation Schedule	12
4.1 Project Initiation Phase	12
4.2 Deployment Phase	13
4.3 Completion Phase	14
4.4 Post Implementation Phase	14
5 Change Control Process	14

1. Introduction

This Statement of Work defines the framework of deliverables for this Project in terms of products, equipment and services and establishes standards for the deliverables, which may be further refined through additional documents.

Within this document, 1) "FirstWatch" refers to FirstWatch Solutions, Inc; 2) "Client" refers to Clackamas Public Health.

1.1 Defined Terms

- The word "FirstWatch" to mean FirstWatch Solutions, Inc.
- The word "Client" to mean Clackamas Public Health.
- The word "Days" to mean Business Days.
- The word "Software" to mean the code installed locally on the Client's server to retrieve and transmit data between systems.
- The word "Information" to mean confidential patient, private or trade secret data.
- The word "System" to mean the hardware components that have been carefully chosen so that they work well together and software components or programs that run in the computer.
- The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by Client in accordance with the provisions of the Statement of Work.
- The word "Trigger" to mean a representation of data based on a set of user-defined data filter criteria using one or more of the Client's requested analytical methods for a specific data source.
- The word "All Calls" to mean an unfiltered trigger view of every call within Client's CentralSquare Inform CAD data source.
- The word "All ePCR" to mean an unfiltered trigger view of every record within Client's ESO ePCR data source.
- The word "All ProQA Cases" to mean an unfiltered trigger view of every record within Client's ProQA data source.
- The word "Go Live" to mean receiving and processing data through the FirstWatch system with subscribed users for live operations against the initial "All Calls" Trigger.
- The word "Lead" to mean to main point of contact at the FirstWatch or Client site.
- The word "Wholesale" to mean extensive or large-scale rework.

1.2 Introduction

FirstWatch will provide all professional services and software necessary to meet the requirements of this Statement of Work. FirstWatch will appoint a Project Manager as the principal contact who is responsible for implementing this project within the framework of the Statement of Work. The FirstWatch Project Manager organizes a team of specialists assigned to the project from FirstWatch. FirstWatch's Project Manager will manage each of these personnel to provide a coordinated implementation of the project defined by this Statement of Work.

The Client will appoint a Project Manager or Point of Contact as the Client's principal contact to manage a team of personnel designated to contribute to the implementation of this project. Similar to the duties of FirstWatch's Project Manager, the Client's Project Manager has overall responsibility to manage the other members of the Client's team. This Statement of Work includes an overview of the Client's responsibilities.

2. Scope

2.1 FirstWatch Project Overview

The FirstWatch project schedule is summarized at the end of this Statement of Work. A detailed project schedule will be finalized after consulting the Client about the availability of the Client's personnel and responsibilities. Assuming prompt and diligent activities by the Client and FirstWatch, the estimated project timeline from execution of this document and project initiation payment to "Go Live" is estimated to be six (6) weeks. This estimate is based upon the current and past experience and on availability of FirstWatch and Client resources.

The term "Go Live" shall mean receiving and processing data through the FirstWatch system with subscribed users for live operations against the initial "All Calls" Trigger. The actual "Go Live" date may be revised by FirstWatch's and Client's Project Manager based on feedback from project resources. Changes proposed by the Client in software or hardware configuration or the scheduling of meetings or training sessions may result in revisions to project chronology.

2.2 Scope Inclusions

This project includes the following deliverables:

- **FirstWatch Base System License for a Primary data source (DS1) – CentralSquare Inform CAD**

Data Source Integration Services – work to be performed to integrate the monitoring of the Inform CAD Data into the FirstWatch system includes the installation and configuration of the necessary FirstWatch applications services to query, compress, encrypt and securely transmit data packets through a secure connection –SSL/HTTPS to the FirstWatch Data Centers. The data will be made available through the FirstWatch web portal via FirstWatch Triggers and/or in the form of automated alerting where applicable.

- **FirstWatch Base System License for (DS2) – ESO ePCR**

This interface allows the FirstWatch system to monitor ePCR data hosted by ESO via a data feed from ESO directly to FirstWatch. Adding ESO electronic patient care records for Client will enhance the agency's view related to monitoring Quality Assurance and Quality Indicators and the impact of treatment related to improving patient outcomes. The data will be made available and linked to the other data sources described in this document through the FirstWatch web portal via FirstWatch Triggers and/or in the form of automated alerting where applicable.

- **FirstWatch Base System License for (DS3) – ProQA**

This interface allows the FirstWatch system to monitor Client's ProQA data feed from Priority Dispatch directly to FirstWatch. Adding ProQA data for Client will allow monitoring of health data including age, sex and acuity to categorize patient into almost 300 condition determinants. ProQA provides additional value by ensuring consistency in the call screening process where each incident is processed the same way.

- **FirstWatch Exporter Application Service**

Exporter Service on the existing FirstWatch system to monitor the CAD data source at predetermined intervals – conventionally every 60 seconds. Ideally, this data source will be a near real-time replicated database of the production CAD database.

- **FirstWatch Data Shuttle Service**

The FirstWatch Data Shuttle service will perform compression, encryption and secure transmission of the data packets to the FirstWatch Data Centers.

- **FirstWatch System All Calls, All ePCR, All ProQA Cases Triggers**

Upon successful completion of the data transmissions to the FirstWatch Data Centers, FirstWatch will develop an All Calls, All ePCR and All ProQA Cases Trigger, which are generally an unfiltered Trigger for processing all of the CAD, ePCR and ProQA incidents that are entered into the Client's data sources. The FirstWatch All Calls, All ePCR and All ProQA Cases Triggers will be made available to only authorized users of the FirstWatch system as dictated by the Client's system administrator.

- **ProQA Dashboard Report**

Using the established connection to Client's ProQA data source, FirstWatch will develop a ProQA Dashboard that can provide Client personnel a quick and easy way to monitor near real-time ProQA performance.

- **Sixty (60) Standard FirstWatch Triggers**

FirstWatch and the Client will work in a collaborative manner to define the necessary Standard FirstWatch Triggers as defined by the Client and within the scope of a Standard FirstWatch Trigger.

- **Interactive Data Visualization Module (IDV)**

FirstWatch Interactive Data Visualization Tool (IDV) is a modernized look and feel that allows Client to interact with the data that has been configured for a particular trigger. Client is able to view or filter based upon the desired data elements and has the ability to:

- search through filter criteria or apply and save custom filters to the Client's profile
- select data ranges, demographically, day of week/hour of day, station, company, shift, battalion, or unit
- have the ability to group multiple data elements and compare to previous day, month, or year

- **Three (3) Performance Plus Modules**

FirstWatch Performance Plus Modules are an enhancement to the existing FirstWatch Standard Performance Triggers. Performance Plus uses a combination of Primary and Sub-Triggers for measuring, monitoring and automating notifications of performance compliance at individual and system wide levels. The Performance Plus module allows for drill-down into performance criteria specific to units, people, shifts, stations, or other predefined variables. Each Performance Plus module provides for 100 individual sub-trigger data slices. One module (or 100 data slices) is available for FirstWatch and the Client to define where they should be applied.

- **Academy Analytics FirstWatch Integration**

Academy Analytics by FirstWatch is the result of a collaboration between FirstWatch and the International Academies of Emergency Dispatch (IAED) to provide near-real-time web-based dashboards and analytics for ProQA users, while also enabling ground-breaking research by the IAED.

- **Patient Centric FirstPass Module**

FirstPass is a Performance Improvement System that monitors a set of conditions performed by a crew resulting with a score of the patient care and is considered Call Based.

The addon Patient Centric View (PCV) provides FirstPass capabilities; however, PCV places a focus on the Patient and not just the Call. As example, two providers, such as a Fire and EMS Medic on scene, provide clinical care to a single patient and both are documenting with respective ePCR's. The FirstPass

PCV provides and will run a test for both ePCR's against the protocol for outcome of both Medics.

2.3 Scope Exclusions

Any Client requests for work or items not described in this Statement of Work, including but not limited to custom software, are not included in this project. In such cases, these items can be added through a mutually agreed upon Project Change Order.

2.4 Project Personnel

- **Project Management**

FirstWatch will assign a dedicated Project Manager to manage all aspects of the project through project deliverables. The FirstWatch Project Manager will coordinate efforts related to project tasks with the Client's Project Manager and FirstWatch team members.

- **Operations and Support**

The FirstWatch Operations and Support team will work with the FirstWatch Project Manager on the completion of project tasks.

- **Engineering**

The FirstWatch Engineering team will work with the Operations and Support team to develop install and develop necessary software requirements to meet the project deliverable objectives.

2.5 Project Assumptions and Limitations

- The Client will be responsible for connecting FirstWatch with personnel at ESO and providing access to Client's Inform CAD database as specified in this Statement of Work. FirstWatch will require guidance from Client and Client's Vendor in integrating with Client's ProQA system as well.
- The Client will assign a Project Manager or other "Lead" person as a single Point of Contact for the duration of the project.
- Once data from the Primary Data Source (DS1) is available and the Acceptance Test Plan (ATP) is completed by the Client, FirstWatch will help the Client identify pertinent triggers and then will define and develop those triggers and when completed will subscribe authorized Client users to the applicable triggers and notifications.

2.6 Project Issues and Risks

- **Software Issues**

Software related issues will be managed in accordance with the Client's FirstWatch System Maintenance Agreement.

- **Project Risks**

- **Project Meetings and Tasks**

Changes proposed in the scheduling of meetings, training sessions, or project related tasks may result in project timeline revisions.

- **Hardware, Software, and Third-Party Configuration**

Changes in the proposed hardware, software or third-party configurations changes may result in project timeline revisions.

2.7 Overview of Client Responsibilities

Client responsibilities are described within the FirstWatch Remote Client Installation Guide. The FirstWatch Remote Client Installation Guide provides implementation requirements and actions to be performed by the Client and its staff during the data source implementation phase of the project. Such items include but are not limited to – Network and Cabling needs, Training Facilities, Technical Support connectivity (VPN or ISDN) and physical requirements for the equipment facility.

FirstWatch's Project Manager and the Client Project Manager will work closely to revise as necessary and mutually agree upon the on-going client responsibilities that are specific to this project.

FirstWatch Equipment & Configuration Overview

The Client will provide all equipment and third-party software for this project. The Client will provide a Read-Only account for accessing CAD data against the Inform CAD database. The FirstWatch Data Exporter will connect to the specified CAD database using the Read-Only account provided by the FirstWatch client via ODBC connectivity.

The Client will notify FirstWatch and ESO once the Client is ready to proceed with the ESO to FirstWatch NEMESIS 3.4 interface. FirstWatch and ESO will implement the standard interface to securely transmit and receive the ePCR records for this project.

3 Professional Services

3.1 Project Management

FirstWatch will appoint a Project Manager with the authority to make certain decisions relevant to the project and have direct access to FirstWatch's executive management for resolving problems beyond the Project Manager's immediate authority. The Project Manager shall coordinate with the Client's Project Manager through scheduled meetings, create the project plan and project schedule, review the project and its progress, and review the current task list and upcoming milestones. The FirstWatch Project Manager will manage the implementation plan and team members who will be associated with the project.

3.2 FirstWatch User/System Training

Training on the FirstWatch System is currently accomplished remotely via WebEx-powered Internet-based meetings.

Users who require training will receive it via a scheduled online training session with FirstWatch Operations personnel.

All that is required for the training webinar is an Internet-connected PC and telephone. Training is best accomplished in an area where all participants can see the monitor/screen and hear and ask questions to the FirstWatch Instructor.

Training topics include information on the basic understanding of data monitoring, how to use and access the FirstWatch System.

3.3 Trigger Definition, Re-definition, & Refinement

FirstWatch will work with the Client to make complete "Wholesale" changes to each Trigger up to twice per Trigger, per year, and as many minor refinements to existing triggers as the Client reasonably requires per year.

3.4 Project Meetings

Project implementation will involve various meetings to manage project activities. These include, but are not necessarily limited to, the following required sessions:

- Initial technical discussion related to data access for the Computer Aided Dispatch, Electronic Patient Care Record and ProQA data sources
- Trigger definition discussions
- System user access discussions
- Project Status Update Conference Calls

3.5 Installation Tasks

- The Client will ensure that remote access is available to the existing FirstWatch server.
- The Client will ensure that a Read-Only (db_datareader & db_denydatawriter) account is created for FirstWatch on the database server that FirstWatch will be monitoring for Computer Aided Dispatch. Ideally, the database that FirstWatch will be monitoring will be a near real-time replica of the production CAD database.
- The Client will create an ODBC DSN connection on the existing FirstWatch server using the Read-Only account that was created for FirstWatch access to the CAD data source.
- Once data access has been provided, FirstWatch will verify data connectivity and submit a ticket to our project deployment queue for installation.
- FirstWatch deployment team will remotely connect to the existing FirstWatch server to install the necessary FirstWatch software components to query the CAD data source at predetermined intervals. The default query frequency for CAD is 60- seconds. If the client desires a query frequency of greater than 60-seconds, the Client shall specify their requested frequency level. This will effectively create a new instance of the FirstWatch Data Exporter on the existing FirstWatch server for monitoring the CAD data source.
- The Client will notify FirstWatch and ESO once the Client is ready to proceed with the ESO to FirstWatch NEMSIS 3.4 interface. FirstWatch and ESO will implement the standard interface to securely transmit and receive the ePCR records for this project.
- The Client will notify FirstWatch and Priority Dispatch once the Client is ready to proceed with the ProQA to FirstWatch interface. FirstWatch and Priority Dispatch will need to meet to implement the interface to securely transmit and receive the ProQA records for this project.
- Once the CAD FirstWatch Data Exporter is installed and ePCR and ProQA data is flowing, FirstWatch will develop "All Calls", "All ePCR" and "All ProQA Cases" Triggers and pull a one-year baseline of historical data for trending analysis.
- FirstWatch will obtain a list of approved subscribers for the CAD All Calls, ePCR All Calls and All ProQA Cases Triggers, create new users or subscribe existing users to the Triggers and notify the Client upon completion.

3.6 Client Responsibilities

The Client is responsible for (where applicable):

- Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities);
- Cabling (e.g., power, network, interface and other electrical and data transmission lines);
- Network/communications connections (e.g., WAN, telephone, ISDN, VPN and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system;

- Configuration and/or programming of network routers, switches and bridges;
- Training for third-party software;
- Computer workstations or mobile devices for accessing FirstWatch via the web portal or alerts.
- Participation in FirstWatch system training and Trigger definitions.
- Participation in Project Status Update Conference Calls
- Making the appropriate personnel available for scheduled training sessions; and
- Internet access for training via WebEx sessions.

4 Overview of Project Implementation Schedule

Project Implementation occurs in several phases and requires numerous actions by the Client and FirstWatch. These activities are interdependent - sometimes requiring action by FirstWatch before the Client can proceed, and sometimes requiring action by the Client before FirstWatch can proceed. The following schedule overview identifies key tasks and their interdependencies.

Once the project commences, a detailed schedule will be developed for full project implementation. Such a project schedule will be under continuous evolution, as adjustments need to be made in the course of the project. It's important to note that for some activities, such as training or interface integration; a several day delay may result in a several week project timeline revision as resources for both the Client and for FirstWatch may need rescheduling.

4.1 Project Initiation Phase

Project Initiation is the phase of the project used to 'introduce' the applicable FirstWatch and Client team members in the project, develop a project schedule, conduct initial consultation and information gathering sessions, and to prepare the Client site for deployment. This phase can take numerous days, depending upon the availability of resources to review and comment on documents. Major tasks include the following:

Task	Responsibility
Initiation Phase	
Complete Project Confirmation	
Authorize Project / PO	Client
Send Licensing Documentation (if applicable)	FW
Sign Licensing / Maintenance Agreement (if applicable)	FW, Client
Complete Kick-Off Meeting	
Schedule Kick-Off Meeting	FW, Client
Review General Project Flow	FW, Client
Identify All Stakeholders	FW, Client
Complete Demo (if desired)	FW, Client

Complete Technical Meeting	
Request detailed printout example of data source reports and data dictionary if available	FW
Send WebEx Remote Access Install Guide (if applicable)	FW
Send FW Remote Install Guide (if applicable)	FW
Schedule Technical Discussion Meeting	FW, Client
Complete Technical Discussion Mtg. Agenda	
Discuss ODBC / Web Services Approach	FW, Client
Review Project Technical Requirements	FW, Client
Review Deployment Process	FW, Client
Complete Technical Discussion Meeting	FW, Client

4.2 Deployment Phase

The deployment phase of the project is used to prepare the local deployment site, validate hardware, software and network connectivity and Go Live with the initial FirstWatch system's All Calls Trigger. Major tasks include the following:

Deployment Phase	
Prepare Install Site	
Receive detailed printout example of data source Report	FW
Order Server (if applicable, or VM server, existing server or workstation)	Client
Receive Server (if applicable)	Client
Prepare Server (Notify FW of Readiness)	Client
Validate Hardware Configuration/Connectivity	
Provide technical configuration/connectivity information	Client
Test connectivity	FW
Add to Master Reference File	FW
Install Data Sources (DS-1 Inform CAD, DS-2 ESO ePCR, DS-3 ProQA)	
Move Project to FW Deployment Queue	FW
Complete Development of All Calls / All ePCR / All ProQA Cases Triggers	FW
QA All Calls / All ePCR / All ProQA Cases Triggers	FW
Subscribe Users to All Calls / All ePCR / All ProQA Cases Triggers (System LIVE)	FW

4.3 Completion Phase

The completion phase consists of system training and project wrap up tasks. Major tasks include the following:

Completion Phase	
Complete Training	
Schedule System Overview / Orientation	FW, Client
Complete System Overview / Orientation	FW, Client
Create Report	
Finalize Milestones and Dates	FW
Document Maintenance Components	FW
Re-assess project for final completion	FW
Promote Project to FW Support	FW

4.4 Post Implementation Phase

The post implementation phase consists of Trigger definition, development, and ongoing project support. At this stage, the Base Implementation will have been completed and the Client will be fully transitioned from FirstWatch Project Management into the Operations and Support team for further trigger development and fine-tuning and implementation of enhancements

Trigger Development (In Support)	
Define Triggers	FW, Client
Develop Triggers	FW
QA Triggers	FW, Client
Subscribe Users/ Triggers	FW, Client
Configure Std. Alert Methods	FW
Subscribe Alert Recipients	FW, Client

5 Change Control Process

It may become necessary to amend this Statement of Work for changes in the scope of the project. In the event that it is necessary to change this Statement of Work, the following process will be followed:

A change order will be created for communicating change. The change order must describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A change order may be initiated by either FirstWatch or the Client.



Every Record. In Real Time. Automatically.

Statement of Work

Both Project Managers will review the proposed change and approve it or reject it. If further investigation on the part of FirstWatch is requested in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the change order, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments.

Upon acceptance of the change request by both project managers, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.

END OF DOCUMENT

EXHIBIT C
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means FirstWatch Solutions, Inc., and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will 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. Contractor shall include these requirements in all contracts with

subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 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. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. 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 an 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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.

- C. 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. 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.

The Contractor, FirstWatch Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Todd Stout, President

Name and Title of Contractor's Authorized Official

5/27/20

Date

**EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **the date signed** (“Effective Date”) by and between **Clackamas County Disaster Management Department** (“Covered Entity”) and **FirstWatch Solutions Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any

Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
FirstWatch Solutions Inc.

Covered Entity
Clackamas County

By:  _____
Signature Authority

By: _____
Richard Swift

Title: President

Title: Director, H3S

Date: 5/27/20

Date: _____

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Assignment of Two Agreements with Northwest Housing Alternatives, LLC
for the Pleasant Avenue Apartments Project in Oregon City

Purpose/Outcomes	Board approval of the re-assignment of 2 agreements with Northwest Housing Alternatives (NHA) to be assigned (transferred) to Housing Authority of Clackamas County as the new owners of the property. The Clayton Mohr Commons veterans housing project formerly called the Pleasant Avenue Apartments is a 24-unit housing development.
Dollar Amount and Fiscal Impact	No funds are being transferred, only the obligations of these federal funds: \$240,000 of Community Development Grant (CDBG) funds \$500,000 of HOME Investment Partnerships Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved
Duration	Effective immediately, expires 20 years after project completion
Previous Board Action	August 9, 2018 approval of the 2 agreements with NHA.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8704

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests Board approval of assignment of a CDBG grant of \$240,000 for infrastructure improvements and a \$500,000 loan of HOME funds for construction of the Pleasant Avenue Apartments now called the Clayton Mohr Commons. The Housing Authority of Clackamas County is now the new owner of the project and has agreed to accept the obligations of these 2 loan agreements. The loan agreements were reviewed by County Counsel on March 5, 2018. County Counsel has also reviewed the Assignment documents on June 15, 2020.

RECOMMENDATION:

Healthy Families. Strong Communities.

We recommend the approval of these two (2) Assignments.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

Attachments:
Assignment of HOME Loan
Assignment CDBG Agreement

**ASSIGNMENT AND ASSUMPTION OF CLACKAMAS COUNTY
COOPERATION AGREEMENT**

This Assignment and Assumption of Clackamas County Cooperation Agreement (this “**Assignment**”) dated as of June 18, 2020 (the “**Effective Date**”) is executed by and between NORTHWEST HOUSING ALTERNATIVES, INC. an Oregon nonprofit public benefit corporation (“**Assignor**”), and HACC CMC, LLC, an Oregon limited liability company (“**Assignee**”), and Clackamas County Department of Health, Housing and Human Services, Housing and Community Development Division (the “**County**”).

RECITALS:

A. Pleasant Street Housing, LLC, an Oregon limited liability company, an affiliate of Assignor, is the owner of a multifamily residential apartment project for chronically homeless veterans located at 314 Pleasant Street, Oregon City, Clackamas County, Oregon, formerly known as Pleasant Avenue Veterans Housing Apartments and now known as Clayton Mohr Commons (the “**Project**”).

B. Assignor entered into a Cooperation Agreement with the County dated August 20, 2018 (the “**Cooperation Agreement**”) to partially fund construction of the Project. A copy of the Cooperation Agreement is attached Exhibit A and incorporated by this reference.

C. The Housing Authority of Clackamas County (“**HACC**”) entered into an Option Agreement dated effective January 15, 2019, to acquire, own and operate the Project from Assignor (the “**Option**”).

C. HACC transferred the Option to Assignee, who has exercised the Option to acquire, own and operate the Project.

D. Assignor is willing to assign its rights under the Cooperation Agreement which are incorporated by this reference.

E. Assignee is willing to accept the duties under the Cooperation Agreement.

F. County is willing to consent to the transfer of the Project and the assignment of the Cooperation Agreement to Assignee.

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and the promises contained herein, Assignor, Assignee, and County agree as follows:

1. **Recitals.** The recitals are incorporated by reference.
2. **Assignment.** Assignor assigns to Assignee, all right, title and interest of Assignor in and to the Cooperation Agreement.
3. **Assumption.** Assignee assumes all of Assignor’s obligations under the Cooperation Agreement.

4. Consent. County hereby consents to the transfer of the Project to Assignee and the Assumption of the Cooperation Agreement by Assignee.

5. Release. County hereby releases Assignor from and against any claims, demands, or causes of action arising out of or by virtue of the Cooperation Agreement which are based upon facts or circumstances occurring after the Effective Date. County further agrees that the Assignee shall only be obligated with regard to any claims, demands, or causes of action arising out of or by virtue of the Cooperation Agreement which are based upon facts or circumstances occurring after the Effective Date.

6. Notice. After the Effective Date, all notices to be delivered under the Cooperation Agreement to Assignor shall instead delivered to Assignee at the following address:

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

6. Governing Law; Venue and Consent to Jurisdiction. This Assignment shall be governed by the laws of Oregon. Any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Clackamas County Circuit Court.

7. Severability; Amendments. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except by written agreement signed by the parties hereto.

8. Construction.

- a. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
- b. Any reference in this Assignment to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Assignment or to a Section or Article of this Assignment. All exhibits and schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
- c. Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
- d. Use of the singular in this Assignment includes the plural and use of the plural includes the singular.

- e. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.

(Signatures continued on next page)

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

By: Northwest Housing Alternatives, Inc.,
an Oregon nonprofit public benefit corporation,

Its: Sole Member

By: _____

Name: Trell Anderson

Its: Executive Director

Address: 2316 SE Willard Street
Milwaukee, Oregon 97222

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNEE:

HACC CMC, LLC, an
Oregon limited liability company,

By: HOUSING AUTHORITY OF
CLACAKMAS COUNTY, a public body
corporate and politic of the State of Oregon,
Its: Sole Member,

By: _____
Its: _____

Address: 13930 Gain Street
Oregon City, Oregon 97045

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

CLACKAMAS COUNTY, OREGON,
a political subdivision of the State of Oregon
acting through its Community Development Division

By: _____
Its: _____

Address: c/o Health, Housing and Human Services,
Community Development Division
2051 Kaen Road
Oregon City, Oregon 97045

EXHIBIT A
COOPERATION AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

**CONSENT TO TRANSFER, ASSIGNMENT, ASSUMPTION, AND RELEASE
AGREEMENT
(HOME LOAN)**

This Consent to Transfer, Assignment, Assumption and Release Agreement (this “**Assignment**”) dated as of June __, 2020 (the “**Effective Date**”) is executed by and between PLEASANT STREET HOUSING, LLC, an Oregon limited liability company (“**Assignor**”), HACC CMC, LLC, an Oregon limited liability company (“**Assignee**”), and Clackamas County, a political subdivision of the State of Oregon (the “**County**”).

RECITALS:

A. Assignor is the owner of a multifamily residential apartment project for chronically homeless veterans formerly known as Pleasant Avenue Veterans Housing Apartments and now known as Clayton Mohr Commons (the “**Project**”), located at 314 Pleasant Street, Oregon City, Clackamas County, Oregon, and more particularly described in Exhibit A (the “**Property**”).

B. Assignor and County entered into a Clackamas County HOME Program Loan Agreement dated August 20, 2018, a Promissory Note date January 17, 2019, a Declaration of Land Use Restrictive Covenants dated December 28, 2018 and recorded January 17, 2019 as Recorder’s Number 2019-002836, and a Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated January 17, 2019 and recorded January 17, 2019 as Recorder’s Number 2019-002837 (collectively the “**HOME Documents**”).

C. The Housing Authority of Clackamas County (“**HACC**”) entered into an Option Agreement dated effective January 15, 2019, to acquire, own and operate the Project and the Property from Assignor (the “**Option**”).

C. HACC transferred the Option to Assignee, who has exercised the Option to acquire, own and operate the Property and the Project.

D. Assignor is willing to assign its rights under the HOME Documents which are incorporated by this reference.

E. Assignee is willing to accept the duties under the HOME Documents.

F. County is willing to consent to the transfer of the Project and the Property and the assignment of the HOME Documents to Assignee.

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and the promises contained herein, Assignor, Assignee, and County agree as follows:

1. **Recitals.** The recitals are incorporated by reference.
2. **Assignment.** Assignor assigns to Assignee, all right, title and interest of Assignor in and to the HOME Documents.
3. **Assumption.** Assignee assumes all of Assignor's obligations under the HOME Documents.
4. **Consent.** County hereby consents to the transfer of the Property and the Project to Assignee and the Assumption of the HOME Documents by Assignee.
5. **Release.** County hereby releases Assignor from and against any claims, demands, or causes of action arising out of or by virtue of the HOME Documents which are based upon facts or circumstances occurring after the Effective Date. County further agrees that the Assignee shall only be obligated with regard to any claims, demands, or causes of action arising out of or by virtue of the HOME Documents which are based upon facts or circumstances occurring after the Effective Date.
6. **Notice.** After the Effective Date, all notices to be delivered under the HOME Documents to Assignor shall instead delivered to Assignee at the following address:

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.
 6. **Governing Law; Venue and Consent to Jurisdiction.** This Assignment shall be governed by the laws of Oregon. Any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Clackamas County Circuit Court.
 7. **Severability; Amendments.** The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the parties as to the matters covered, rights
- Consent to Transfer, Assignment, Assumption and Release (Clayton Mohr Commons) – Page 2

granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except by written agreement signed by the parties hereto.

8. Construction.

- a. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
- b. Any reference in this Assignment to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Assignment or to a Section or Article of this Assignment. All exhibits and schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
- c. Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
- d. Use of the singular in this Assignment includes the plural and use of the plural includes the singular.
- e. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.

(Signatures continued on next page)

Notary Public for Oregon
My Commission Expires:_____

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNEE:

HACC CMC, LLC, an
Oregon limited liability company,

By: HOUSING AUTHORITY OF
CLACAKMAS COUNTY, a public body
corporate and politic of the State of Oregon,
Its: Sole Member,

By: _____
Its: _____

Address: 13930 Gain Street
Oregon City, Oregon 97045

STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of June 2020 by _____, as _____ of the Housing Authority of Clackamas County, a public body corporate and politic of the state of Oregon, the sole member of HACC CMC, LLC, an Oregon limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
Consent to Transfer, Assignment, Assumption and Release (Clayton Mohr Commons) – Page 5

EXHIBIT A

LEGAL DESCRIPTION

Part of the Wm. Holmes Donation Land Claim in Section 32, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at a point 10.00 feet North and 208.8 feet West of the Northeast corner of Pleasant Place, according to the duly recorded plat thereof, now within the city limits of Oregon City, Oregon, which beginning point is the Southeast corner of the tract of land conveyed to Martin Van Donge, by Deed recorded November 24, 1908 in Book 106 page 406, Records of Clackamas County, Oregon; thence North along the East line of the said Van Donge land 157.80 feet, more or less, to the South line of DARLING'S ADDITION TO OREGON CITY, OREGON; thence East along the South line of DARLING'S ADDITION aforesaid to an iron pipe on the West side of Molalla Avenue; thence Southwesterly along the Westerly side of the Old Territorial Road 2.75 chains, more or less, to the intersection with the Northerly line of Caufield Street; thence Westerly along said Northerly line a distance of 217 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the City of Oregon City by Deed of Dedication, recorded October 29, 2019 as Recorder's Fee No. 2019-068350, Clackamas County Records.

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant to Clackamas Women’s Services to administer
COVID-19 Rental Relief Program Funds

Purpose/Outcomes	Board approval of a grant with Clackamas Women’s Services that will provide homelessness prevention rental relief funding to eligible individuals and households impacted by COVID-19
Dollar Amount and Fiscal Impact	\$175,000 – State funds from the Emergency Fund. No County General Funds are involved.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division
Duration	June 1, 2020 through December 31, 2020
Previous Board Action	COVID Rent Relief Funding and Implementation Report were approved by the Board of County Commissioners on May 21, 2020.
Strategic Plan Alignment	1. This funding aligns with the H3S 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 grant was approved by County Counsel on June 16, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9777

BACKGROUND:

The Social Services Division (SSD) of Health, Housing and Human Services (H3S) requests the approval of a grant to Clackamas Women’s Services that will provide Rental Relief Program Funds to eligible individuals and households impacted by COVID-19.

Oregon Housing and Community Services (OHCS) is Oregon’s housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of low and moderate incomes. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

OHCS approved awarding the new homelessness prevention rent relief funds to SSD's existing subrecipient partners, including Clackamas Women's Services, under the amended Master Grant Agreement 19-21 Biennium (H3S#9302), as outlined in the Implementation Report approved by both the Board of Commissioners and OHCS.

The Grant to Clackamas Women's Services was approved by Emergency Operations Command and County Counsel on June 16, 2020.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift", is positioned above the typed name of the signatory.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
COVID RENT RELIEF PROGRAM (CVRRP) GRANT
H3S# 9777**

This COVID RENT RELIEF PROGRAM (CVRRP) Grant (“Grant”) is entered into between **Clackamas Women’s Services** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **June 1, 2020**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **December 31, 2020**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for **CVRRP**. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide COVID Rent Relief Homelessness Prevention services (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A sum not to exceed One Hundred Seventy-Five Thousand Dollars (**\$175,000**) from June 1, 2020 to December 31, 2020, consisting of Oregon Housing Community Services (OHCS), **COVID Rent Relief Program Funds**.

Payments made are by reimbursement of actual costs with required expenditure documentation, and accurate and complete data collection and reporting in accordance with **Exhibit A**.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section VI. Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Program Manager: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Grant Administrator: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Grantee payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Grantee that arises out of or relates to the performance of this Grant shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or electronically to: caa@clackamas.us**

Required - Workers Compensation: Grantee shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the 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 the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. 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.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Grant is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay

County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

- 20. NO THIRD PARTY BENEFICIARIES.** County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
- 21. TIME IS OF THE ESSENCE.** Grantee agrees that time is of the essence in the performance this Grant.
- 22. FOREIGN CONTRACTOR.** If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.
- 23. FORCE MAJEURE.** Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Grant.
- 24. WAIVER.** The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.
- 25. CONFIDENTIALITY.** Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Grant), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Grantee agrees that, except as directed by the County, Grantee will not at any time during or after the term of this Grant, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Grant or the County's request, Grantee will turn over to the County all documents, papers, records and other materials in Grantee's possession which embody Confidential Information. Grantee acknowledges that breach of this Grant, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or

equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Grantee agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Grantee's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Grantee's employees and agents who are performing services, and providing a copy of the results to the County.

Grantee shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Grant or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Grantee shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Grantee reasonably believes there has been such unauthorized use or disclosure. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Grant, Grantee will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Grant, as it may otherwise be amended. Grantee's obligations under this Grant shall survive the expiration or termination of the Grant, as amended, and shall be perpetual.


26. MERGER. THIS GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. FURTHER ASSURANCES. Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

By their signatures below, the parties to this Grant agree to the terms, conditions, and content expressed herein.

Grantee:
Clackamas Women's Services

Clackamas County

 6.16.20
Authorized Signature Date

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

Melissa Erlbaum, Executive Director
Name / Title

Signing on Behalf of the Board


211960-19
Oregon Business Registry #

Richard Swift, Director Date
Health, Housing and Human Services

Oregon non-profit
Entity Type / State of Formation

Approved as to Form:

Email: melissae@cwsor.org

 06/16/2020
County Counsel Date

State EIN: 369133-9

Tax ID: 930900119

DUNS: # 959059759

EXHIBIT A

I. SCOPE OF WORK

- A. Homelessness Prevention is a strategy that prevents people from becoming homeless by providing direct financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on households in which it can be reasonably assumed would become homeless without this assistance.

Grantee agrees to accomplish the following Work under this grant:

1. Grantee will provide COVID Rent Relief Homelessness Prevention services only to households whose eligibility has been determined in compliance with program requirements as outlined by County and Oregon Housing and Community Services (OHCS).
2. 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.
3. Assure that program services are available to very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
4. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID19, 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.
5. Grantee shall comply with all non-federal Subrecipient requirements of County and OHCS as specified, amended and updated in this Grant and by OHCS in the following documents, incorporated by reference:
 - State Homeless Funds Program Operations Manual- June 3, 2020
<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>
 - State Homeless Funds Program Operations /COVID-19 Rent Relief Frequently Asked Questions June 3. 2020
<https://www.oregon.gov/ohcs/CRD/hss/CVRRP-FAQ.pdf>
6. Grantee shall also comply with current and updated U.S. Department of Housing and Urban Development 50% Area Median Income (AMI) when determining household income eligibility.
7. Grantee shall not charge clients for services.
8. Grantee shall not bill County for administrative or overhead costs on this project.
9. Coordinated Housing Access (CHA)

Grantee will be trained in administering CHA. When people in need of housing services make initial contact directly with a provider, the Grantee will have the flexibility to

determine the best type, level and duration of intervention based on each individual situation in order to serve people in crisis rapidly.

If Grantee determines that a particular household's level of need is more than the capacity available; then a full CHA assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.

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, unaccompanied homeless youth, and veterans.

Grantee must also accept referrals from CHA.

Domestic violence providers will have a comparable database.

10. Issue payments to landlords as quickly as possible.
11. Services provided by Grantee are reserved for Clackamas County residents who meet eligibility requirements.
12. Grantee 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 Grantee has a break in service, and does not work for 60 days or more for Grantee, or Grantee 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 Grantee.

13. Grantee shall maintain a Google spreadsheet to insert data on expenditures to allow County to track spend down of the funds. County may provide additional guidance on spreadsheet contents. Personally Identifiable Information of individuals and households shall not be placed on the Google spreadsheet.

B. PERFORMANCE MEASURES

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

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated in County's implementation report.

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.

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. Housing Status

(ORS 458.528, 458.650). For the purpose of this project, eligible applicants for program services must meet, and Grantee must document one of the following categorical definitions of homeless, Oregon Housing and Community Services (OHCS) **Housing Status Categories 2, 3, 4, or 5**:

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:

CVRRP specific:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed 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, or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will resolve in time to avert a loss of housing.

B. Income (OAR 813.046, 049).

CVRRP provided services require applicants to be very-low income; i.e., gross household income at or below 50% of area median income. Additional supplemental employment income (\$600) issued during the COVID-19 pandemic are excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members at the time of assessment. 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. Documentation of income for 30 days prior to the assessment must be kept in the applicant file. If income statements are not available for 30 days prior to the assessment, applicant must self-certify the 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.

C. Program Specific Eligibility Criteria

CVRRP-provided services require applicants to meet one of the program specific eligibility criteria to qualify for this program.

- (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.

D. Citizenship and Residency

There is no client citizenship or residency requirement to be eligible for CVRRP funded assistance.

E. Eligibility Documentation [OAR 813.046, 049, 240 – also see Records Section of the OHCS Homeless Manual]

- (1) Documentation of all client/applicant eligibility information must be available in client/applicant files or if kept electronically, available upon request in the format requested. Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) when lower forms of preference are used, must be in writing and kept in the client/applicant file.

(2) Remote Application and Documentation

The standard preference is for applicants to apply for assistance in person or to have in-person contact with Grantee throughout the application and service delivery process. A remote application and documentation process may be used when necessitated.

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.

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

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;

- d) Verification and documentation as appropriate for ongoing demonstration of eligibility;
- e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

(3) Order of Preference

OHCS requires program staff to comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.

- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document, in writing, their efforts to obtain eligibility documentation and must place their documentation in the client's file.

- **Applicant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by an applicant to sign documents on their behalf when they are unable to do so. It is the responsibility of the subgrantee and subrecipient to provide access to language interpretation services and assistive devices necessary for applicants to understand the documents they are certifying.

(4) CVRRP Specific Eligibility Documentation Guidance

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.

III. ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES [ORS 458.650]

Documentation of allowable program components and expenditures must identify how an expense or service helped a client maintain or attain permanent housing.

For the Work in this Grant CVRRP can only be used for Homelessness Prevention category.

Homelessness Prevention 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.

CVRRP funding can pay for homelessness prevention rent assistance. Eligible homelessness prevention services include, but are not exclusive to:

- Housing costs such as rent payments, late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred before inception of program);
- Manufactured home rental space “lot rents” or RV space lot for primary housing;
- Utility payments and arrearages (other utility assistance programs must be deferred to first, utility assistance is only eligible when other utility assistance cannot be obtained and providing utility assistance is necessary to ensure stability in housing) (utilities is inclusive of water, sewer, gas, garbage, electricity); and
- Moving costs, security and utility deposits and application fees.

IV. INELIGIBLE COSTS

(1) State Homeless Funds may not pay for mortgage payments or mortgage payments for manufactured homes being purchased by the applicant receiving these state funds.

(2) State Homeless Funds may not be used for the purchase of gift cards.

(3) CVRRP funds are not eligible for case management, housing navigation or other staffing expenses.

V. DATA REQUIREMENTS/REPORTING

Grantee agrees to report data as outlined below to the County and OHCS:

A. **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. Grantee is required to:

- a. 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.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Grantee is responsible for

acquiring and documenting informed written 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. Grantee must correct data quality, missing information, and null data errors as specified by County and/or Oregon Housing & Community Services (OHCS) prior to invoice submittals, and by the 10th of each month for services in the preceding month.
- d. Collect, as required by County and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by County.
- f. Enter into agreements with County Community Development division, as needed, for access to HMIS. Domestic violence providers are excluded from this requirement.
- g. Ensure only authorized Grantee staff trained by County shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into County-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- l. Conduct a Service Transaction including recording rent amounts provided.

B. 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 partners, for example, the HUD CoC APR and the HUD-ESG CAPER; 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 Grant with the database vendor should include binding agreements to ensure security of and program control over client data. A Comparable Database 101 document is available at:

<https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>

C. PROGRAM SPECIFIC REPORTING

- A) Grantee shall submit to the satisfaction of OHCS all HMIS reports as required in this agreement. Grantee shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of OHCS approved HMIS.
- B) Reports submitted shall include:
 - 1) County's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to County.
 - 2) Quarterly reports include personally identifiable information and other data collected through HMIS.
 - 3) Grantee shall provide additional reports as needed or requested by OHCS.

VI. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed One Hundred Seventy-Five Thousand Dollars (**\$175,000**) from June 1, 2020 to December 31, 2020 as specified under the conditions listed in Section I.
- B. Unless otherwise specified, Grantee shall submit monthly invoices for Work performed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 30 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by County Grant Administrator.**
- C. **Charges for eligible services incurred prior to Grant execution date, but within Grant term are due within 30 days of grant execution date.**
- D. **If Grantee fails to present invoices in proper form 30 days following the month services were provided, or as outlined in Section C above, Grantee waives any rights to present such invoice thereafter and to receive payment therefor. Invoices for services in the month of June (if applicable) will be due no later than July 10 (or as specified by County Contract Administrator) to meet County fiscal year deadlines.** Payments shall be made to Grantee following the County's review and approval of invoices submitted by Grantee. Grantee shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by Grantee prior to the current invoice. **Invoice template to be provided to Grantee by County.**
- E. Reimbursement by County will be within 30 days of receipt of County-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- F. The Grantee may begin accruing expenditures eligible for reimbursement under this Grant **June 1, 2020**. Reimbursement shall not occur until the County has a fully executed Grant.

VII. TERMS/CONDITIONS

Grantee shall administer the program in a manner satisfactory to County and OHCS and in compliance with all program requirements including but not limited to the following terms and conditions:

General:

- 1) Grantee shall assure that program funds are used only for program services consistent with program requirements.
- 2) Grantee 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) Grantee 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) Grantee shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) Grantee is responsible to County & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to County/OHCS within 30 days upon written demand from County/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants 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 the County. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Grantee 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 the Grantee's decision.
- 8) Grantee 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) Grantee 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. Grantee shall permit County, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records County and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Grantee 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 the County and OHCS with reports, data, and financial statements, in form and substance satisfactory to the County, as may be required or requested from time to time by the department, which shall be in a format prescribed by the 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 Grantee'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, Grantee shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of County, Grantee, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) Grantee 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) Grantee 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 Grantee 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 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) Grantee 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. Grantee 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. Grantee 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 Grantee 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 Grantee 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. Grantee 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 Grantee'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 Grantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Grantee 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. Grantee is required to comply with all state and federal statutes relating to nondiscrimination. Grantee 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 Grantee 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. Grantee must have a LEP policy document that describes the actions Grantee 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”. Grantee should create a written Language Access Plan (LAP) to provide a framework to document how the Grantee’s programs will be accessible to all populations in their service area. Grantee who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release Grantee’s obligation to ensure LEP persons have access to programs or activities.

- 32) Conflict of Interest. Grantee 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, Grantee or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If Grantee 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 Grantee may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the County or Grantee 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 Grantee cannot steer potential renters to units owned or operated by the County or Grantee, 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 County or Grantee's jurisdiction or they may choose to rent a unit owned or operated by the County or Grantee. A waiver request is not required for this situation; however, County and Grantee must comply with this provision of the conflict of interest policy.

Monitoring of Grantee

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

action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Grantee to perform its obligations under this Agreement.

- C) County Shall Monitor Grantee. County shall perform onsite visits to monitor the activities of Grantee as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any Grantee 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 Grantee'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. Grantee may request County's '**Agency Policy and Procedures for Monitoring Subrecipients**'.
Subrecipients'.
- D) OHCS may review (including copying) from time to time any and all Grantee's files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the County. OHCS may advise County of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of Grantee. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality

- A) Grantee 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. Grantee is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All Grantee 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) Grantee is required to have a signed Grantee Release of Information (ROI) form for all clients, including for each adult member of the identified household, authorizing the release of 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 Grantee and County (Social Services Division). Oregon Housing & Community Services Department (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).

- D) Additional ROI's to be obtained from clients:
- a. ROI for Data Sharing for Clackamas County Coordinated Housing Access (CHA)
- E) Client refusal to sign a ROI 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.
- F) Grantee shall ensure that all officers, employees, and agents are aware of and comply with County and Grantee's confidentiality policies and procedures.
- G) Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP 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.

Note to Domestic Violence Providers: Grantee must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records. Additionally, the address and location of EHA and SHAP funded domestic violence shelter facilities must be protected from public disclosure except as authorized by the director of the organization responsible for operations of the shelter. The confidential policy standards maintained by Grantee must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and County's auditors and/or examiners in the course of their regular audits and monitoring functions of EHA and SHAP funded programs.

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 Grantee'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 Grantee is in compliance with program requirements and regulations. OHCS recommends that Grantee use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Record Retention

A) Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

B) Grantee shall retain all program records pertinent to client services and expenditures incurred under EHA and SHAP 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.

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).

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

C) Grantee 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 funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to funding.

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) Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this Grant.
- C) Grantee will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this 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.

- E) Grantee will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) Grantee'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 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:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the Grantee within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) Grantee 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 Grantee;
 - (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>

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant to Northwest Family Services to administer
COVID-19 Rental Relief Program Funds

Purpose/Outcomes	Board approval of a grant to Northwest Family Services that will provide homelessness prevention rental relief funding to eligible unaccompanied youth impacted by COVID-19
Dollar Amount and Fiscal Impact	\$130,000 - State funds from the Emergency Fund. No County General Funds are involved.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division
Duration	June 1, 2020 through December 31, 2020
Previous Board Action	COVID Rent Relief Funding and Implementation Report were approved by the Board of County Commissioners on May 21, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the H3S 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 grant was approved by County Counsel on June 16, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9766

BACKGROUND:

The Social Services Division (SSD) of Health, Housing and Human Services (H3S) requests the approval of a grant to Northwest Family Services that will provide Rental Relief Program Funds to eligible unaccompanied youth impacted by COVID-19.

Oregon Housing and Community Services (OHCS) is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of low and moderate incomes. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

OHCS approved awarding the new homelessness prevention rent relief funds to SSD's existing subrecipient partners, including Northwest Family Services, under the amended Master Grant Agreement 19-21 Biennium (H3S#9302), as outlined in the Implementation Report approved by both the Board of Commissioners and OHCS.

The Grant to Northwest Family Services was approved by Emergency Operations Command and County Counsel on June 16, 2020.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
COVID RENT RELIEF PROGRAM (CVRRP) GRANT
H3S# 9766**

This COVID RENT RELIEF PROGRAM (CVRRP) Grant (“Grant”) is entered into between **Northwest Family Services** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **June 1, 2020**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **December 31, 2020**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for **CVRRP**. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide COVID Rent Relief Homelessness Prevention services (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A sum not to exceed One Hundred Thirty Thousand Dollars (**\$130,000**) from June 1, 2020 to December 31, 2020, consisting of Oregon Housing Community Services (OHCS), **COVID Rent Relief Program Funds**.

Payments made are by reimbursement of actual costs with required expenditure documentation, and accurate and complete data collection and reporting in accordance with **Exhibit A**.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section VI. Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Program Manager: Iliana Fontal Phone: 503-546-6377 Email: ifontal@nwfs.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Grant Administrator: Rose Fuller Phone: 503-546-6377 Email: rfuller@nwfs.org	Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Grantee payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Grantee that arises out of or relates to the performance of this Grant shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or electronically to: caa@clackamas.us**

Required - Workers Compensation: Grantee shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the 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 the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. 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.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Grant is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay

County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

20. NO THIRD PARTY BENEFICIARIES. County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.

21. TIME IS OF THE ESSENCE. Grantee agrees that time is of the essence in the performance this Grant.

22. FOREIGN CONTRACTOR. If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.

23. FORCE MAJEURE. Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Grant.

24. WAIVER. The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.

25. CONFIDENTIALITY. Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Grant), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Grantee agrees that, except as directed by the County, Grantee will not at any time during or after the term of this Grant, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Grant or the County's request, Grantee will turn over to the County all documents, papers, records and other materials in Grantee's possession which embody Confidential Information. Grantee acknowledges that breach of this Grant, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or

equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Grantee agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Grantee's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Grantee's employees and agents who are performing services, and providing a copy of the results to the County.

Grantee shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Grant or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Grantee shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Grantee reasonably believes there has been such unauthorized use or disclosure. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Grant, Grantee will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Grant, as it may otherwise be amended. Grantee's obligations under this Grant shall survive the expiration or termination of the Grant, as amended, and shall be perpetual.

26. MERGER. THIS GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. FURTHER ASSURANCES. Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

EXHIBIT A

I. SCOPE OF WORK

- A. Homelessness Prevention is a strategy that prevents people from becoming homeless by providing direct financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on households in which it can be reasonably assumed would become homeless without this assistance.

Grantee agrees to accomplish the following Work under this grant:

1. Grantee will provide COVID Rent Relief Homelessness Prevention services only to households whose eligibility has been determined in compliance with program requirements as outlined by County and Oregon Housing and Community Services (OHCS).
2. 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.
3. Assure that program services are available to very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
4. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID19, 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.
5. Grantee shall comply with all non-federal Subrecipient requirements of County and OHCS as specified, amended and updated in this Grant and by OHCS in the following documents, incorporated by reference:
 - State Homeless Funds Program Operations Manual- June 3, 2020
<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>
 - State Homeless Funds Program Operations /COVID-19 Rent Relief Frequently Asked Questions June 3. 2020
<https://www.oregon.gov/ohcs/CRD/hss/CVRRP-FAQ.pdf>
6. Grantee shall also comply with current and updated U.S. Department of Housing and Urban Development 50% Area Median Income (AMI) when determining household income eligibility.
7. Grantee shall not charge clients for services.
8. Grantee shall not bill County for administrative or overhead costs on this project.
9. Coordinated Housing Access (CHA)

Grantee will be trained in administering CHA. When people in need of housing services make initial contact directly with a provider, the Grantee will have the flexibility to

determine the best type, level and duration of intervention based on each individual situation in order to serve people in crisis rapidly.

If Grantee determines that a particular household's level of need is more than the capacity available; then a full CHA assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.

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, unaccompanied homeless youth, and veterans.

Grantee must also accept referrals from CHA.

Domestic violence providers will have a comparable database.

10. Issue payments to landlords as quickly as possible.
11. Services provided by Grantee are reserved for Clackamas County residents who meet eligibility requirements.
12. Grantee 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 Grantee has a break in service, and does not work for 60 days or more for Grantee, or Grantee 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 Grantee.

13. Grantee shall maintain a Google spreadsheet to insert data on expenditures to allow County to track spend down of the funds. County may provide additional guidance on spreadsheet contents. Personally Identifiable Information of individuals and households shall not be placed on the Google spreadsheet.

B. PERFORMANCE MEASURES

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

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated in County's implementation report.

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.

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. Housing Status

(ORS 458.528, 458.650). For the purpose of this project, eligible applicants for program services must meet, and Grantee must document one of the following categorical definitions of homeless, Oregon Housing and Community Services (OHCS) **Housing Status Categories 2, 3, 4, or 5**:

Category 2: Imminent Risk of Homelessness— Unaccompanied Youth under age 25 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, 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—Unaccompanied Youth under age 25 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— Unaccompanied Youth under age 25 who:

CVRRP specific:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed 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, or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will resolve in time to avert a loss of housing.

B. Income (OAR 813.046, 049).

CVRRP provided services require applicants to be very-low income; i.e., gross household income at or below 50% of area median income. Additional supplemental employment income (\$600) issued during the COVID-19 pandemic are excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members at the time of assessment. 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. Documentation of income for 30 days prior to the assessment must be kept in the applicant file. If income statements are not available for 30 days prior to the assessment, applicant must self-certify the 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.

C. Program Specific Eligibility Criteria

CVRRP-provided services require applicants to meet one of the program specific eligibility criteria to qualify for this program.

- (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.

D. Citizenship and Residency

There is no client citizenship or residency requirement to be eligible for CVRRP funded assistance.

E. Eligibility Documentation [OAR 813.046, 049, 240 – also see Records Section of the OHCS Homeless Manual]

- (1) Documentation of all client/applicant eligibility information must be available in client/applicant files or if kept electronically, available upon request in the format requested. Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) when lower forms of preference are used, must be in writing and kept in the client/applicant file.

(2) Remote Application and Documentation

The standard preference is for applicants to apply for assistance in person or to have in-person contact with Grantee throughout the application and service delivery process. A remote application and documentation process may be used when necessitated.

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.

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

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;

- d) Verification and documentation as appropriate for ongoing demonstration of eligibility;
- e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

(3) Order of Preference

OHCS requires program staff to comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.
- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document, in writing, their efforts to obtain eligibility documentation and must place their documentation in the client's file.
- **Applicant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by an applicant to sign documents on their behalf when they are unable to do so. It is the responsibility of the subgrantee and subrecipient to provide access to language interpretation services and assistive devices necessary for applicants to understand the documents they are certifying.

(4) CVRRP Specific Eligibility Documentation Guidance

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 COVID-19 related factors, a household member has been directly impacted by a business closure related to COVID-19, a household member has been diagnosed with COVID-19, overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

III. ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES [ORS 458.650]

Documentation of allowable program components and expenditures must identify how an expense or service helped a client maintain or attain permanent housing.

For the Work in this Grant CVRRP can only be used for Homelessness Prevention category.

Homelessness Prevention 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.

CVRRP funding can pay for homelessness prevention rent assistance. Eligible homelessness prevention services include, but are not exclusive to:

- Housing costs such as rent payments, late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred before inception of program);
- Manufactured home rental space “lot rents” or RV space lot for primary housing;
- Utility payments and arrearages (other utility assistance programs must be deferred to first, utility assistance is only eligible when other utility assistance cannot be obtained and providing utility assistance is necessary to ensure stability in housing) (utilities is inclusive of water, sewer, gas, garbage, electricity); and
- Moving costs, security and utility deposits and application fees.

IV. INELIGIBLE COSTS

(1) State Homeless Funds may not pay for mortgage payments or mortgage payments for manufactured homes being purchased by the applicant receiving these state funds.

(2) State Homeless Funds may not be used for the purchase of gift cards.

(3) CVRRP funds are not eligible for case management, housing navigation or other staffing expenses.

V. DATA REQUIREMENTS/REPORTING

Grantee agrees to report data as outlined below to the County and OHCS:

A. **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. Grantee is required to:

- a. 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.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Grantee is responsible for

acquiring and documenting informed written 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. Grantee must correct data quality, missing information, and null data errors as specified by County and/or Oregon Housing & Community Services (OHCS) prior to invoice submittals, and by the 10th of each month for services in the preceding month.
- d. Collect, as required by County and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by County.
- f. Enter into agreements with County Community Development division, as needed, for access to HMIS. Domestic violence providers are excluded from this requirement.
- g. Ensure only authorized Grantee staff trained by County shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into County-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- l. Conduct a Service Transaction including recording rent amounts provided.

B. 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 partners, for example, the HUD CoC APR and the HUD-ESG CAPER; 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 Grant with the database vendor should include binding agreements to ensure security of and program control over client data. A Comparable Database 101 document is available at:

<https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>

C. PROGRAM SPECIFIC REPORTING

- A) Grantee shall submit to the satisfaction of OHCS all HMIS reports as required in this agreement. Grantee shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of OHCS approved HMIS.
- B) Reports submitted shall include:
 - 1) County's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to County.
 - 2) Quarterly reports include personally identifiable information and other data collected through HMIS.
 - 3) Grantee shall provide additional reports as needed or requested by OHCS.

VI. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed One Hundred Thirty Thousand Dollars **(\$130,000)** from June 1, 2020 to December 31, 2020 as specified under the conditions listed in Section I.
- B. Unless otherwise specified, Grantee shall submit monthly invoices for Work performed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 30 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by County Grant Administrator.**
- C. **Charges for eligible services incurred prior to Grant execution date, but within Grant term are due within 30 days of grant execution date.**
- D. **If Grantee fails to present invoices in proper form 30 days following the month services were provided, or as outlined in Section C above, Grantee waives any rights to present such invoice thereafter and to receive payment therefor. Invoices for services in the month of June (if applicable) will be due no later than July 10 (or as specified by County Contract Administrator) to meet County fiscal year deadlines.** Payments shall be made to Grantee following the County's review and approval of invoices submitted by Grantee. Grantee shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by Grantee prior to the current invoice. **Invoice template to be provided to Grantee by County.**
- E. Reimbursement by County will be within 30 days of receipt of County-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- F. The Grantee may begin accruing expenditures eligible for reimbursement under this Grant **June 1, 2020**. Reimbursement shall not occur until the County has a fully executed Grant.

VII. TERMS/CONDITIONS

Grantee shall administer the program in a manner satisfactory to County and OHCS and in compliance with all program requirements including but not limited to the following terms and conditions:

General:

- 1) Grantee shall assure that program funds are used only for program services consistent with program requirements.
- 2) Grantee 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) Grantee 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) Grantee shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) Grantee is responsible to County & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to County/OHCS within 30 days upon written demand from County/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants 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 the County. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Grantee 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 the Grantee's decision.
- 8) Grantee 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) Grantee 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. Grantee shall permit County, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records County and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Grantee 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 the County and OHCS with reports, data, and financial statements, in form and substance satisfactory to the County, as may be required or requested from time to time by the department, which shall be in a format prescribed by the 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 Grantee'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, Grantee shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of County, Grantee, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) Grantee 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) Grantee 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 Grantee 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 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) Grantee 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. Grantee 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. Grantee 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 Grantee 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 Grantee 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. Grantee 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 Grantee'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 Grantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Grantee 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. Grantee is required to comply with all state and federal statutes relating to nondiscrimination. Grantee 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 Grantee 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. Grantee must have a LEP policy document that describes the actions Grantee 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”. Grantee should create a written Language Access Plan (LAP) to provide a framework to document how the Grantee’s programs will be accessible to all populations in their service area. Grantee who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release Grantee’s obligation to ensure LEP persons have access to programs or activities.

- 32) Conflict of Interest. Grantee 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, Grantee or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If Grantee 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 Grantee may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the County or Grantee 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 Grantee cannot steer potential renters to units owned or operated by the County or Grantee, 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 County or Grantee's jurisdiction or they may choose to rent a unit owned or operated by the County or Grantee. A waiver request is not required for this situation; however, County and Grantee must comply with this provision of the conflict of interest policy.

Monitoring of Grantee

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

action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Grantee to perform its obligations under this Agreement.

- C) County Shall Monitor Grantee. County shall perform onsite visits to monitor the activities of Grantee as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any Grantee 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 Grantee'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. Grantee may request County's '**Agency Policy and Procedures for Monitoring Subrecipients**'.
- D) OHCS may review (including copying) from time to time any and all Grantee's files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the County. OHCS may advise County of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of Grantee. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality

- A) Grantee 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. Grantee is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All Grantee 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) Grantee is required to have a signed Grantee Release of Information (ROI) form for all clients, including for each adult member of the identified household, authorizing the release of 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 Grantee and County (Social Services Division). Oregon Housing & Community Services Department (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).

- D) Additional ROI's to be obtained from clients:
 - a. ROI for Data Sharing for Clackamas County Coordinated Housing Access (CHA)
- E) Client refusal to sign a ROI 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.
- F) Grantee shall ensure that all officers, employees, and agents are aware of and comply with County and Grantee's confidentiality policies and procedures.
- G) Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP 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.

Note to Domestic Violence Providers: Grantee must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records. Additionally, the address and location of EHA and SHAP funded domestic violence shelter facilities must be protected from public disclosure except as authorized by the director of the organization responsible for operations of the shelter. The confidential policy standards maintained by Grantee must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and County's auditors and/or examiners in the course of their regular audits and monitoring functions of EHA and SHAP funded programs.

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 Grantee'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 Grantee is in compliance with program requirements and regulations. OHCS recommends that Grantee use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Record Retention

- A) Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.
- B) Grantee shall retain all program records pertinent to client services and expenditures incurred under EHA and SHAP 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.

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.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

- C) Grantee 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 funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to funding.

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) Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this Grant.
- C) Grantee will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this 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.

- E) Grantee will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) Grantee'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 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:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the Grantee within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) Grantee 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 Grantee;
 - (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>