

4/20/2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

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

Previous Board Action/Review	Issues on 4/18/2023		
Performance Clackamas	1. Build a strong infrastructure by providing transportation alternatives. 2. Ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes – AN 04/4/23	Procurement Review	No (grant)
Contact Person	Brenda Durbin	Contact Phone	503-655-8641

EXECUTIVE SUMMARY:

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of the Federal Subrecipient Agreement with Clackamas Women’s Services (CWS) to provide emergency shelter services to individuals and families impacted by domestic violence.

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

Clackamas Women’s Services will provide 4,842 bed nights of service for individuals and families seeking emergency shelter due to domestic violence.

RECOMMENDATION:

For Filing Use Only

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

Rodney A. Cook

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

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 23-021**

Project Name: **Emergency Food And Shelter Program Phase 39 And ARPA**

Project Number:

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Melissa Erlbaum	Program Representative: Amy Doud
Clackamas Women's Services 256 Warner Milne Rd. Oregon City, OR 97045 503-655-8600 melissae@cwsor.org	Clackamas Women's Services 256 Warner Milne Rd Oregon City, OR 97045 503-655-8600 amyd@cwsor.org

UEI: D5XHD5DNL3J9

RECITALS

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

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6. Whereas funding provided in this award is intended to supplement costs associated with the provision of emergency shelter services in Oregon City, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on April 30, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2022** and expiring **April 30, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibits A and F.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **EFSP award number 37-7080-00 005 (Federal award date: 10/3/2022)** that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals and Addendum, and other required information in Exhibits A- F, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the EFSP 39 and ARPA (Assistance Listing Number ["ALN"] #: 97.024) issued to COUNTY by the United Way on behalf of the U.S. Department of Homeland Security ("DHS"). The maximum, not to exceed, grant amount COUNTY will pay is **\$60,525**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the

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amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days notice from either party by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that DHS or the United Way has determined EFSP funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

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- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- n) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- t) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP Phase 39, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY

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and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to

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safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

12. Federal and State Procurement Standards

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

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13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Abuse and Molestation Insurance.** As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an

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insured shall include SUBRECIPIENT, and SUBRECIPIENT'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.

- 5) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

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- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: Applicable EFSP Manuals and Addenda

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

(Signature Page Follows)

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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Clackamas Women's Services

By: _____
Tootie Smith, Chair,
Clackamas County Board of County
Commissioners

By:  _____
Melissa Erlbaum, Executive Director

Dated: _____

Dated: 03/30/2023

Approved to Form

By:  _____
County Counsel

Dated: 04/04/2023

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EXHIBIT A
Statement of Program Objectives

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024	AGREEMENT No. 23-021
SUBRECIPIENT: CLACKAMAS WOMEN’S SERVICES	

Program Objectives

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

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

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16. SUBRECIPIENT must participate in and provide services to un-housed individuals on the annual nights in January 2021 (to be determined by COUNTY) and (if contract is extended) January 2023 for the Point in Time homeless count.
17. If a guest has to leave due to disruption or of their own free will, SUBRECIPIENT may consult with County on whether bednight or day shelter rate is allowable. Regardless of the situation, no bednights or day shelter will be reimbursable if SUBRECIPIENT does not have complete and accurate HMIS data or equivalent for the guest.
18. SUBRECIPIENT must comply with all relevant health, fire and life safety codes from the local fire marshal and the jurisdiction with permitting authority.
19. SUBRECIPIENT must have a written harm reduction policy that addresses under what circumstances and for what conduct people may be excluded from the warming center and for what period of time. In the event a person is excluded under the harm reduction policy, shelters must document the reason for the exclusion and the duration. Shelters must make a diligent effort to ensure that the excluded person has an alternate safe place to sleep.
20. SUBRECIPIENT is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

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

21. Service Boundaries. Services must be prioritized for Clackamas County residents, as determined by the self-reported zip code or area of last residence, who meet the eligibility guidelines. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites and the like in Clackamas County. Persons currently residing in neighboring counties who were recently residing in, employed in or otherwise have strong ties to Clackamas County are also eligible. However, shelters must in no way exclude people who cannot provide "proof" of residency or tie to Clackamas County. Additionally, persons fleeing domestic violence or other forms of abuse are excluded from the Clackamas County residency prioritization.

Performance Standards

1. SUBRECIPIENT shall, and shall cause, denial, appeal and fair hearing procedures to be accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.

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5. SUBRECIPIENT shall maintain fiscal policies outlining separation of duties and fraud prevention and recovery (both for employee and client) that includes clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
7. SUBRECIPIENT shall maintain non-discrimination records retention, and confidentiality policies.
8. SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.
9. In operating the shelter, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and required supervision of the facility is provided in keeping with local regulation or requirements.
10. SUBRECIPIENT must be ADA accessible.
11. SUBRECIPIENT must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
12. Shelter Diversion. A problem solving strategy that prevents people who are homeless from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing. Shelter diversion is flexible and may include support to overcome other kinds of barriers that would lead to shelter diversion. Diversion must be meaningfully attempted with all persons requesting shelter at the time of the request, and again with all shelter guests within 5 business days of shelter entry to determine whether individuals and households can be diverted from entering the homeless services system.
13. SUBRECIPIENT must provide proof of registry number to do business in Oregon at the Secretary of State online registry system: http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login
14. SUBRECIPIENT must maintain required approvals to operate a shelter 24 hours a day, seven days a week, 365 days a year at the proposed site from the jurisdiction with permitting authority, in addition to fire marshal approval for the capacity, or if organization is exempt, provide proof of exemption.
15. SUBRECIPIENT agrees to allow Clackamas County to include information on service availability and access points in media releases and on websites including but not limited to 211, the Clackamas County website, and through social media such as, but not limited to, Facebook and Next Door.

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Reporting Requirements

Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System ("HMIS") Policies and procedures and adhere to all HMIS reporting requirements. HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. SUBRECIPIENT is required to:
 - a) Collect and enter related client demographics and service data into the electronic ServicePoint Homeless Management Information System (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. SUBRECIPIENT 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. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or Oregon Housing & Community Services ("OHCS") prior to invoice submittals, and by the 10th of each month for services in the preceding month.
 - d) Collect, as required by COUNTY, universal data elements which include demographic information on all clients at entry.
 - e) Use COUNTY's approved, secure email system to submit invoices and backup documentation.
 - f) Collect and retain copies of invoices, sign-in sheets, and HMIS Entry and Re-Entry paper forms in a secure, locked location for required monitoring by COUNTY.
 - g) Enter into an agreement with COUNTY's Community Development Division for access to HMIS.
 - h) Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
 - i) Shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
2. 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. SUBRECIPIENT shall assure that data entry into ALICE/OSNIUM occurs in an accurate and timely manner.

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;

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- 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 HUDCoC 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 contract with the database vendor should include binding agreements to ensure security of and program control over client data.

3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in ALICE shall include universal data elements, services, and funding source. Additional information will be provided by COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site e.g. invoices, service records and sign-in logs. ALICE bednight reports must be submitted on the reimbursement request template in Exhibit D.
5. Project Outcomes - COUNTY to complete reporting format within 1 month of contract execution.

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

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	color are equal to or higher than those accomplished by shelter guests identifying as white	comparable
Data Entry Timeliness	At least 95% of households data is entered into HMIS within 3 business days of entry	HMIS

***Positive housing destinations include:**

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

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**EXHIBIT B
SUBRECIPIENT Program Budget**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024	AGREEMENT No. 23-021
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

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

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Clackamas Women's Services

LRO Name

708000-005

LRO ID Number (9 digits)

Melissa Erlbaum

Representative Name



Representative Signature

03/30/2023

Date (month/day/year)

Clackamas Women's Services

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EXHIBIT E

Award Special Terms and Conditions

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 39 and ARPA Funds, CFDA # 97.024	AGREEMENT No. 23-021
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

1. General Performance Standards

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

2. Project Expectations

- a. **Service Delivery Approach** – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.
- b. **Schooling** – All school-aged children will be enrolled in and attending school.
- c. **Mainstream Benefits Screening** – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.
- d. **Shelter Access** – Coordinated Housing Access will refer people to each shelter, but shelters may also accept self-referrals or referrals from other providers, such as, but not limited, to School District Homeless Liaisons, Hospital Social Workers, culturally specific organizations (if applicant is not a culturally specific organization), Oregon Department of Human Services, and Community Corrections.
- e. **Prioritization of Vulnerable Persons** - Shelters must prioritize unsheltered individuals and families who are at greatest risk for severe health and safety consequences if not sheltered. However, in order to maintain a functional shelter system, persons who have not been in contact with a shelter provider for 30 days will be placed on an inactive list.

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3. Staff

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

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

4. Monitoring

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

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

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5. Confidentiality

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

6. Drug-Free Workplace

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

7. Emergency Shelter Notice of Funding Opportunity (NOFO)

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

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

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024	AGREEMENT No. 23-021
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

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

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6.1 Cover Page

Clackamas Women's Services

256 Warner Milne Rd.

Oregon City, OR 97045

503-655-8600

Tax ID: 930900119

State EIN: 369133-9

DUNS: 959059759

Melissa Erlbaum, Executive Director

256 Warner Milne Rd.

Oregon City, OR 97045

503-655-8600

melissae@cwsor.org

6.3 Narrative

Overview

The mission of Clackamas Women's Services is to break the isolation of domestic and sexual violence. CWS was incorporated in 1985 as Clackamas County's first shelter for victims of these crimes. Today, CWS is one of the largest community-based organizations in Oregon providing services to individuals impacted by domestic and sexual violence, elder abuse, stalking and human trafficking. The agency promotes a wraparound service delivery model where the vast majority of services are not time-limited. To achieve the mission of the organization these services include: a 24-crisis and support line, emergency shelter, housing programs, community-based (mobile) services, mental health counseling for youth and adults, support groups, legal advocacy, rural outreach services, Lethality Assessment Protocol (LAP) intervention and support, case management and systems navigation advocacy, an economic empowerment program and out-stationed advocates located in the Department of Human Services Child Welfare and Self-Sufficiency offices. CWS is headquartered at A Safe Place Family Justice Center, where CWS coordinates services with other public and private agencies in order to best serve survivors seeking help. The agency also has a primary prevention program that includes school-based education services, engaging men as allies to end violence, and youth services. Lastly, CWS has a volunteer program and a community education program that includes multi-level training for professionals as well as general community members and partner agency consultation. The CWS training and education program offers basic to advanced level training for bystander intervention, direct service delivery, community-based response, prevention strategies, social change initiatives, trauma-informed approaches, and technical training.

Funding for this project will support the CWS Emergency Shelter (confidential location), a secure and trauma-informed home with the capacity to provide shelter to 34 individuals (adults and/or children) at a time. The CWS Emergency Shelter is a year round operation with highly trained support staff on-site 24/7.

Experience

a. Providing Emergency Shelter

Clackamas Women's Services (CWS) has 34 years of demonstrated experience providing emergency shelter to homeless adults and/or families. CWS has successfully managed the daily operations of the emergency shelter building, recently completely rebuilding the home from the ground up. Through CWS' leadership The Village (the emergency shelter) has grown from seven beds to now providing 34 beds to the community. The Village Emergency Shelter, the historic core program of CWS, is designed to break the isolation of domestic violence by helping survivors reconnect to a social fabric in which they feel valued, supported, and to which they contribute meaningfully. The Village Model provides a supportive environment where survivors can step away from abusive households, regain their strength, and individually shape the ways they want to move forward in the world. Recognized as a best practice in the domestic and sexual violence field, CWS provides national trainings on The Village shelter model. In addition, CWS has extensive experience providing emergency shelter through hotel vouchers coupled with supportive services.

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The Village is part of the CWS Shelter and Housing Program. This is in alignment with the OHCS Housing Plan that emphasizes that shelters should be part of an efficient and effective crisis response system that includes other components critical to preventing and ending homelessness including outreach, diversion, rapid re-housing, coordinated entry, and permanent supportive housing, in addition to the general expansion of affordable rental housing. These components and strategies are present in the CWS Shelter and Housing Program. In addition, the OHCS Statewide Shelter Study noted that the domestic violence system of care requires greater staffing capacity to be able to respond to the 24/7 nature of domestic violence crisis. The CWS Shelter and Housing Program includes a 24/7 support line and mobile response services. The Village Shelter includes all of the best practice site design features highlighted in the OHCS Oregon Statewide Shelter Study including features like individual locked refrigerator and food storage and spaces for wellness activities and a separate area for children and uniquely designed teen area.

b. Providing services that are equitable, respectful, and relevant to people from a wide variety of cultures and backgrounds.

A central focus of CWS's unique Village Model is the commitment to providing accessible, culturally-relevant services to a diverse community. CWS works to ensure the equity of services upon access, within services, and in outcomes, and regularly evaluates our success in doing so. Through our low-barriers screening process, with priority access given to culturally-specific providers, to our commitment to culturally-responsive services, CWS intentionally centers its work on serving marginalized communities, knowing that ensuring services for the most marginalized and most vulnerable ensures access and services for all.

The first step in providing services that are equitable, respectful, and relevant to survivors from a wide variety of cultures and backgrounds is to ensure that the program staff are a reflection of these diverse communities. With great intentionality, the staff of Clackamas Women's Services represent a wide variety of communities, including: survivors, formerly houseless persons, and persons from rural areas, LGBTQIA and gender non-conforming persons, a wide age range, persons with disabilities, and a wide cross-section of racial and ethnic communities, cultures, and languages. Over half of the staff at the Village Shelter are bilingual/bi-cultural and staff are available who speak six different languages (Spanish, Russian, Mandarin Chinese, English, Farsi, and Arabic). All CWS services are provided to participants in their primary language. When a staff person who speaks the survivor's language is not available, then in-person, video, or phone interpreters are provided for the participant.

A core tenet of the CWS Village Model is ensuring low-barriers and equitable access to the shelter program. The CWS shelter is one of the few remaining DV shelters to serve survivors of all forms of domestic/sexual violence (many serve only survivors of intimate partner violence), including trafficking, elder abuse, sexual assault, and sexual abuse. The CWS shelter serves survivors of any gender, age, and family configuration (frequently serving multi-generational families escaping abuse) and the Village Shelter has become known for serving survivors other shelters may not. By providing highly individualized services, implemented by a diverse staff in partnership with culturally- and community-specific agencies, the CWS Village Shelter has created one of the most diverse shelter communities in the state, over-representing most marginalized communities when compared to the demographics of the surrounding area. For

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example, on average, 60-70% of the participants at shelter are people of color and 72% of shelter participants have a disability.

CWS has implemented many practices to ensure that once equitable access is achieved, services for the diverse community at shelter are equitable, relevant, and respectful. The shelter is designed to represent a wide variety of communities and cultures in all aspects, from the multiple languages of materials available, to representation of diverse communities in the art, food, music, movies, etc. provided at the shelter. By individualizing all case planning and support services, CWS ensures that services are person-centered and fully reflective of individual cultural and/or unique needs. An evaluation of the CWS Village Shelter's equity and inclusion initiatives (completed in 2018 in partnership with Kathy Selvaggio and Portland State University) demonstrated that the equity strategies implemented in the Village Shelter provided a culturally-relevant experience, and measurably equitable access and outcomes for survivors from communities of color and/or immigrant communities while at shelter.

c. Ensuring accurate and complete HMIS

Though prevented by federal statute from entering data directly into the centralized HMIS data system, CWS is experienced at tracking and reporting in non-identifying aggregate all required data. CWS enters data in an HMIS-comparable database and regularly maintains a 0% error/missing data rate on all required data points. Data is entered daily by all staff at point of service and internally audited regularly by supervisors to ensure accuracy. Records for participants in CWS housing programs are created on the day of program entry and closed on the day of exit. The CWS Shelter Coordinator reviews each new household's intake and exit records as well as ongoing services to ensure that all data is captured correctly and completely.

Approach to the Work

a. How will you meet each of the project expectations

i. Service Delivery Approach

The CWS Village Model incorporates many national and local best practices and in doing so, has been held up at the statewide and national level as a best practice model for shelter programming in and of itself, with particular regard to its low barriers, equity-focused, and non-punitive approach to shelter. The Village Model is a relationship-based model which aims to re-center participants' autonomy, restore equity, and break the isolation of domestic violence by creating community for survivors. -The Village Model's extremely low-barriers entry model ensures against the institutional bias that has inadvertently excluded communities of color, survivors with disabilities and/or addictions, and other marginalized communities from the life-saving services of domestic violence shelters.

In 2009, CWS was among the first in the county to adopt a Housing First approach in the low barriers and inclusive screening practices, and the development of the Beyond Shelter Initiative to provide housing options for domestic violence survivors. CWS was an early adopter of Trauma Informed Care (TIC), and now provides training and mentorship to other programs implementing TIC practices. With the recent redesign and rebuild, the Village Shelter has

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become a model of creating trauma-informed shelter spaces. The new facility took the needs of trauma survivors into account in every facet of its design by emphasizing privacy, autonomy, and choice for participants while still creating opportunity for community-building in the space.

Also integrated into the design of the facility and each facet of the programming at the Village Shelter is cultural relevancy, representation and resources. The Village Shelter is designed to incorporate and celebrate the diverse cultures of the participants and staff. Through culturally-specific case management provided by our diverse staff or in partnership with culturally specific and population specific partner agencies, the provision of culturally-specific food and other resources, adherence to our detailed Language Access Plan to ensure full language access for all participants (including in their work with outside agencies and/or in their relationships with others living in the shelter), cultural representation in all shelter materials and resources (books, movies, art, food, etc.) and the frequent centering of non-dominant cultures, as well as equity lens tools used in all policy development, the Village Shelter aims to ensure culturally-relevant services for all survivors.

Additionally, the Village Model, in its non-punitive “no rules” approach to shelter, incorporates Harm Reduction strategies as our model reflects the non-judgmental, non-coercive practices which accept the coping strategies of the survivors we serve as well as the social context in which those have developed, and aims to support survivors in minimizing the harmful effects of drug or alcohol use as part of their coping. Rather than screening out participants who are using, CWS staff are trained in supporting participants in recovery and relapse, and in harm reduction tools such as Naxolone for preventing overdose deaths. Since adopting the Village Model eight years ago, CWS has seen a 96% reduction in the number of participants removed from the program.

ii. Schooling

All children and parents served by the CWS Village Shelter receive the support of the full time Youth Advocate based at the Village Shelter. The Youth Advocate works with each family to ensure school enrollment, whether maintaining enrollment at their school of origin or new enrollment in our local school district. The Youth Advocate works closely with district Homeless Liaisons, as well as long-standing contacts at local schools, to ensure quick enrollment for each child. The Advocate assists the family in arranging transportation for school, provides the child with all needed supplies, backpacks, and clothing, and connects with a school counselor for children that will need extra support at school. For children enrolled in online schooling or for homework needs, the CWS Village Shelter has computers available for youth to use at any time, with support and homework help from staff and the Youth Advocate as needed. In addition, CWS has a Mobile Youth Advocate that responds to student needs at the school and throughout the community. The CWS Children and Youth Services program also provides art-based therapy, trauma recovery empowerment groups and other support services on-site at several schools throughout the County.

iii. Mainstream Benefits Screening

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100% of households served in the CWS Village Shelter receive a needs and services assessment within 72 hours of entering the program. This comprehensive assessment covers a broad spectrum of benefits and services, determining the services which the household is already accessing, those which they are eligible for, and introducing them to all services and benefits available. Benefits covered include: TANF, SNAP, OHP or other health insurance, WIC, services for veterans, services for homeless students, TADVS grants and other DHS services, and child support. Additional services covered include: mental health/counseling services for children and adults, financial empowerment programs and IDAs, immigration services, civil legal services, emergency client assistance, access to law enforcement reporting, services for elders, culturally-specific services, etc.

All participants are assisted in accessing all mainstream benefits or other services that they identify would be helpful. Support in accessing these benefits is active and comprehensive, such as providing transportation and accompaniment to the benefits office to provide support and aid a participant in learning to navigate systems, assistance with forms and applications, translation or interpretation services and/or other supports to make the benefits more accessible, etc. Within the CWS Village Shelter is a community office and meeting room for the specific purpose of welcoming community partners (such as DHS) to the shelter to ease the barriers for a participant applying for benefits or engaging in their services. Staff of DHS, other Clackamas County partners or agencies as well as culturally-specific agency staff, meet with CWS participants and case managers regularly in this space so that participants receive the full wrap-around support our community has to offer on site at the shelter.

iv. Shelter Access

The CWS Village Shelter accepts referrals from any partner, as well as self-referrals, as part of a 'no wrong door', low-barriers approach to shelter access. As CWS is already the central door in the CHA system for DV survivors, we have worked closely with all partners in the CHA system to make our services accessible to participants referred from the CHA system, whether through the central phone line or another partner in the system. CWS also works closely with all partners at A Safe Place Family Justice Center (ASP FJC) to ensure access to emergency shelter for all partners, regularly informing partners about availability, etc. Additionally, through our many partnerships with local law enforcement, particularly the Lethality Assessment Program, CWS accepts referrals of high-lethality risk survivors from every law enforcement agency in the county. We provide annual in-person refresher training on this program, including emergency shelter access, to every officer/deputy in the county. Similarly, we enhance access to emergency shelter for victims of domestic and sexual violence and elder abuse through our partnership with Providence Emergency Departments, where we coordinate with local hospitals to provide crisis intervention and support services and shelter access (as well as diversion and the full spectrum of CWS services) to survivors who first reach out by seeking medical care.

Notably, CWS is unique among DV shelters in our prioritization of referrals from culturally-specific partner agencies. In an effort to promote equity in the emergency shelter system by addressing the additional barriers to access faced by communities of color and immigrant communities, CWS has created a prioritized access system for culturally-specific partners. Through our contacts at these agencies, co-case management practices, regular relationship

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building and solicitations for feedback, we continue to work to ensure equitable access to the shelter for other marginalized communities as well. For example, CWS houses an elder abuse program in which we partner with Adult Protective Services to serve elder survivors in the community, and many elder survivors or survivors with disabilities are referred through this partnership.

v. Prioritization of Vulnerable Persons

The CWS Village Shelter prioritizes survivors of all forms of domestic and sexual violence who are homeless and at risk of serious violence and abuse if not sheltered. Through our Lethality Assessment Program with Clackamas County law enforcement agencies, our program prioritizes those found, through use of an evidence-based 11 question screening tool, to be at the greatest risk of being killed or seriously injured. Additionally, through partnerships with culturally-specific programs and agencies working with other marginalized communities or communities typically excluded from shelter, survivors with added vulnerabilities and barriers such as those with disabilities, elders, and Limited English Proficiency (LEP) survivors are given prioritized access.

b. How will you ensure that the outcomes are met or exceeded?

i. At least 10% of households/persons requesting or accessing shelter are diverted from entering the system either before accessing shelter or within five business days of entry.

CWS attempts to support all households requesting shelter to be diverted from entering the system (if safe and appropriate for the household) through crisis line or in-person advocacy. When the shelter is at capacity, all households or individuals requesting shelter who cannot immediately be sheltered are connected with wrap-around support services through CWS advocates at A Safe Place Family Justice Center (or, if more accessible for the survivor, at either local DHS branch, our rural satellite office, or through mobile advocacy in the community). They are provided with access to all advocacy and support services that would be available at shelter, including safety planning and support obtaining benefits, and are screened into the County CHA system with the goal of diversion. CWS has decades of experience providing domestic violence-specific safety planning and diversion, and often provides survivors access to diversion funding distributed through our agency.

ii. At least 90% occupancy rate, not counting short closures detailed in Section 5.11 and 5.12

The CWS Village Shelter has an efficient system for ensuring a high occupancy rate and consistently maintains an occupancy rate at or above 90% with the exclusion of the short closures detailed in Section 5.11 and 5.12. Shelter is nearly always at capacity, with unused beds being only those remaining in a bedroom occupied by a smaller family than its capacity as the most vulnerable families are prioritized and all family spaces are built to be of flexible sizes. When open, available spaces are turned over quickly and made accessible to survivors in the community. CWS Advocates are placed to serve survivors at many first points of contact in the community (at ASP-FJC, both local DHS branches, Clackamas Community College, through a satellite office in the rural area, and responding to Providence Emergency Departments).

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Survivors in need of shelter and other services begin working with advocates in the community or at ASP-FJC immediately upon contact with or referral to our agency, rather than waiting for shelter availability. Given this, when a space becomes available, staff of CWS are often already working with those who may need shelter (those for whom diversion was not an option) and are able to quickly connect a family or individual with the open space.

iii. At least 75% of shelter guests are assessed for longer term housing using the Coordinated Housing Access system within three business days of entry

As CWS serves as the DV door to the CHA system, 100% of households served at the CWS Village Shelter are provided with access to the CHA system within 72 hours of entry. The CHA packet is completed by staff with significant expertise and experience with the local coordinated entry system, and reviewed and processed by the Housing Coordinator or Shelter/Housing Manager. Nearly every household receiving emergency shelter services completes the CHA assessment, with the sole exception being those who plan to relocate out of the area for safety.

iv. At least 30% of households served exit to permanent housing or another positive housing destination (see Section 1.7)

The CWS Village Shelter far exceeds this target outcome with an average of 80% of households exiting shelter doing so into positive housing destinations, a rate which is consistent across all race and ethnic groups upon exit. While the low-barriers screening practices employed by CWS create a service population that is notably high-needs and facing significant barriers to housing, consistently high rates of successful exits are attained due to the intensive trauma-informed services central to the program, the range of available CWS housing programs (including rapid rehousing, transitional, permanent supportive housing and culturally-specific CWS housing programs) and partnership with other local housing programs.

v. At least 80% of households exiting to permanent housing have retained their housing 6 months after exit date.

CWS supports households exiting shelter with in-home case management and support for as long as the participant chooses, with the goal of supporting their retention of housing. In keeping with the trauma-informed practices employed by CWS, Shelter Case Managers with whom the participant already has a relationship will continue to provide safety planning, emotional support, and active case management and support for the participant in their home or by welcoming the participant back to shelter for meetings as long as the participant chooses. As survivors often face new challenges after exiting shelter, or some elements of their case plan (such as immigration remedies or finding employment) may extend far beyond a shelter stay, CWS makes a long-term commitment to each participant served in shelter. This extension of case management includes support with maintaining housing, often working directly with landlords, assisting the participant in navigating their responsibilities as a renter, supporting them with housing assistance funding, budgeting and financial empowerment programs, and more so they may maintain their housing. Additionally, survivors often continue attending domestic violence support groups at the shelter, which support them in remaining free from the abusive partner (who often attempts to re-engage the survivor when they have new resources, such as housing).

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The children in the family continue to receive support from the CWS Youth Advocate and have access to Camp Hope and the year-round Pathways program. All of these activities, whether directly regarding housing retention or those focused on other aspects of a participant's case plan, support survivor stability and safety in place and lead to improved housing retention.

vi. At least 10% of households served exit to other longer term destinations (long term care, substance abuse treatment or similar)

All households are supported in exiting to the appropriate destination for themselves or their family. For survivors requiring another kind of housing or support before/in place of independent housing, the shelter case management team works with partner programs in the community to support them in obtaining the appropriate care. As our program regularly serves survivors with significant mental health, medical issues, addictions and/or other challenges, the staff of CWS are experienced in assisting survivors in accessing supported living situations, substance abuse treatment facilities, or mental health treatment facilities. Shelter/housing case management continues to support a survivor through these transitions and often will continue to work with them to obtain permanent housing following, for example, a short-term substance abuse treatment program.

vii. Outcomes accomplished by shelter guests identifying as people of color are equal to or higher than those accomplished by shelter guests identifying as white

The CWS Village Shelter has a demonstrated track record of equal or greater outcome measures for survivors of color and immigrant survivors. As equity and inclusion are central tenets of the CWS Village Model, our program has engaged in thorough evaluation to ensure that the strategies for equity and inclusion developed by CWS are effective and demonstrating measurable outcomes for communities of color. In 2017-2018, the CWS Village Shelter worked with Kathy Selvaggio and Portland State University to complete an evaluation of the CWS Village Shelter's equity and inclusion initiatives. The evaluation showed that though survivors from communities of color and immigrant survivors entered shelter with significant disparities in income and resources, upon exit their income had largely caught up to that of the white survivors in the program. In addition, the evaluation revealed that immigrants exited shelter with higher outcomes in accessing safe and stable housing than their non-immigrant counterparts, and that there was no disparity in housing outcomes by race or ethnicity. The evaluation attributed these findings of reduced disparities to the equity policies and practices implemented by the CWS Village program, such as full language access through implementation of a thorough Language Access Plan, co-case management, and culturally-relevant resources, among other strategies.

viii. At least 95% of shelter guests' data is entered into HMIS within 3 business days of shelter entry

100% of shelter participant data is entered into our HMIS comparable database on the day of program entry. CWS staff are trained to enter all data into the database upon intake and our recording keeping policies require immediate data entry for all new participants. The CWS Shelter Coordinator regularly reviews data entry to ensure that all agency standards are being met and that data is accurate and complete. In the 2017-2018 and 2018-2019 reports on shelter

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data, 100% of new households were entered on the day of entry with 0 information missing, 0 data issues, and a 0% error rate.

References

Angela Mullins, Director of Homeless Intervention Services, Northwest Housing Alternatives
mullins@NWHousing.org (503) 654-1007

Cheryl O'Neil, Domestic and Sexual Violence Program Coordinator, Oregon Department of
Human Services CHERYL.L.ONEILL@dhsosha.state.or.us (503) 957-1952

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6.4 Budget

(a.) Funding Requested

CWS has the capacity to accept and manage any of the funding sources listed in the NOFO. CWS has proven experience successfully managing each of the funding streams listed in the NOFO.

The Village, the Clackamas Women's Services (CWS) Emergency Shelter, is a shelter single site model providing 24/7 support services onsite in the shelter home. The Village has capacity for 34 individuals (adults and/or children). The CWS Emergency Shelter and Housing program includes Diversion services. In addition, CWS also provides emergency shelter through hotel vouchering and mobile support services.

CWS has an average of a 96% utilization rate. At \$40 per bed per day, for a 34 bed capacity at 96% utilization, the funding potential is \$472,627 annually. As such CWS is seeking the full amount available from this project at \$220,000 for FY 2019-2020 and \$320,000 for FY 20-21. This represents 47% and 68% (respectively) of the per person per night potential and 18% of the FY 19-21 Shelter and Housing Program annual budget.

(b.) Additional Resources

CWS will leverage the following additional resources for this project.

Emergency Shelter & Housing Program FY 2019-2020

- Private fundraising- \$90,000- secured
- Private fundraising -\$200,000- planned
- Oregon Department of Justice ODSVS-\$98,000-secured
- Oregon Department of Human Services-\$50,000 - secured
- Clackamas County Children, Families and Community Connections-\$238,551- secured
- U.S. Department of Justice OVW THP- \$104,000 – secured
- U.S. Department of Housing and Urban Development-\$217,156- secured

Emergency Shelter & Housing Program FY 2020-2021

- Private fundraising -\$300,000- planned
- Oregon Department of Justice ODSVS-\$98,000- secured
- Oregon Department of Human Services-\$50,000 - confirmed
- Clackamas County Children, Families and Community Connections-\$238,551- planned
- U.S. Department of Justice OVW THP- \$104,000 – secured
- U.S. Department of Housing and Urban Development-\$307,180-pending

(c.) Scale

The project can be scaled up or down should more or less funds be available.

Appendix A: Certifications and Assurances

Organization Name: Clackamas Women's Services

Applicant hereby assures, warrants, covenants, and certifies that with respect to any federal, state or local funds disbursed to it, that it will follow all of the applicable laws, rules and regulations associated with funding distributed to Applicant and incorporated into award agreement.

Applicant certifies that it meets and will comply with the minimum qualifications listed below, and as specified in **Section 4: Applicant Eligibility – Minimum Organizational Qualifications** of this NOFO, to be eligible to apply and to receive funds. In addition, Applicant certifies it will perform the work listed in **Section 5: Scope of Work & Programmatic Requirements**, in accordance with the terms and conditions in an awarded agreement.

1. Confidentiality. Applicant has confidentiality policies in place that meet the requirements of all applicable federal, state and local requirements.
2. Applicant provides services that are ADA accessible.
3. Applicant has non-discrimination policies in place and provides 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."
4. Applicant has capacity to collect demographic information on individuals accessing services and enter that information within 3 days of entry as required in the Homeless Management Information System (HMIS) database managed by Clackamas County. Applicant agrees to comply with current HMIS Policy and Procedures and adhere to HMIS data quality and reporting requirements. If the applicant is a domestic violence service provider, applicant will provide Clackamas County with equivalent and timely de-identified data for reporting purposes.
5. Applicant has the following policies in place at the time of award:
 - Non-discrimination policy
 - Records retention policy
 - Grievance policy (denial, termination, appeal and fair hearing procedures)
 - Conflict of interest policy
 - Confidentiality policy
 - Fiscal policy that outlines separation of duties and fraud prevention and recovery (both employee and participant)
6. Applicant shall maintain and retain all records in compliance with regulatory agencies and County policies.
7. Applicant has policies in place regarding performing Criminal Background checks for all staff and volunteers who will be performing direct services under this contract. The policy includes criteria to disqualify any persons who

have committed violent crimes, crimes against children or other crimes that are incompatible with this project.

Applicant further certifies that it shall provide services in compliance with all local, state and federal program rules and guidelines required by local, state and/or federal agencies providing funding for the award agreement, including, but not limited to the current links below, and as updated and incorporated into the award agreement, regardless of whether or not specifically referenced herein (links provided below):

[Oregon Housing and Community Services \(OHCS\) State Homeless Funds Program Operation Manual, Emergency Housing Assistance \(EHA\) & State Homeless Assistance Program \(SHAP\)](#)

[Terms & Conditions for State OHCS Subrecipients](#)

[Special Provisions for State OHCS Subrecipients](#)

[General Program Element Terms & Conditions for State OHCS Subrecipients](#)

[OHCS Emergency Housing Assistance Program Element State for OHCS Subrecipients](#)

[OHCS State Homeless Assistance Program Element for State OHCS Subrecipients](#)

OHCS Inclusion & Diversity Outcomes & Global Diversion & Inclusion Benchmarks (to be adopted by OHCS)

[United States Emergency Food & Shelter Program Manual](#)

United States Emergency Food & Shelter Program Manual Addendum (to be provided at time of award)

[United States Department of Housing and Urban Development Emergency Solutions Grant \(ESG\)](#)

[Clackamas County Continuum of Care \(CoC\) & Emergency Solutions Grant \(ESG\) Policy Manual](#)

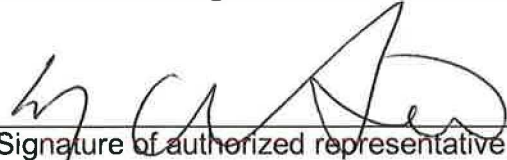
[HMIS Policies and Agreements](#)

[United States Department of Housing and Urban Development Equal Access Laws](#)

[Federal Fair Housing & Related Laws](#)

[Fair Housing Guide for Homeless and Domestic Violence Shelter Providers](#)

Certification Signature:



Signature of authorized representative

9.19.19

Date

Melissa Erlbaum, Executive Director

Name and title of authorized representative

Clackamas County Social Services Division is issuing a Notice of Funding Opportunity (NOFO) to provide emergency shelter to persons who are un-housed in Clackamas County during 2019-2020 and 2020-2021 with the possibility of extension for two more years. To request that this NOFO be translated into another language, contact Jessica Diridoni at (503) 655-8646 or via email: jdiridoni@clackamas.us

La División de Servicios Sociales del Condado de Clackamas está emitiendo un Aviso de Oportunidad de Fondos (NOFO) para proporcionar refugio de emergencia a personas sin hogar en Condado de Clackamas durante el 2019-2020 y 2020-2021, con posibilidad de extensión por dos años más. Para solicitar que este NOFO se traduzca a otro idioma, comuníquese con Jessica Diridoni al (503) 655-8646 o por correo electrónico jdiridoni@clackamas.us

Отдел социальных услуг округа Калкамас выпускает Уведомление о возможности финансирования (NOFO), предназначенного для предоставления аварийного убежища для лиц без постоянного места жительства в округе Клакамас в течении 2019 - 2020 и в 2020-2021-ых гг; с возможностью продления вышеуказанной программы на 2 дополнительных года. Чтобы запросить перевод данного уведомления на другом языке, свяжитесь с Джессикой Диридонни по телефону (503) 655-8646 или по электронной почте: jdiridoni@clackamas.us

Clackamas County Social Services Division

Issues the Following

NOTICE OF FUNDING OPPORTUNITY (NOFO)

**TO PROVIDE EMERGENCY SHELTER TO PERSONS WHO ARE UN-HOUSED IN
CLACKAMAS COUNTY DURING 2019-2020 AND 2020-2021 WITH THE
POSSIBILITY OF EXTENSION FOR TWO MORE YEARS**

Board of County Commissioners

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Paul Savas, Commissioner

Martha Schrader, Commissioner

Date of Issuance: Wednesday, August 28, 2019

Applicant Information Meeting: Wednesday, September 4, 2019 at 1:00 P.M.
2051 Kaen Road, Oregon City OR 97045 in Room 288

Question Submittal Deadline: Thursday, September 5, 2019 by 5:00 P.M.

Applications due no later than 5:00 P.M., Monday, September 23, 2019
via electronic submittal.

Postmarks and faxes will not be considered.
All times posted in NOFO are Pacific Standard Time.

Issuing Office: Clackamas County Social Services
Jessica Diridoni
2051 Kaen Road
Oregon City, Oregon 97045
Phone: 503 / 655-8646
Fax: 503 / 655-8889

jdiridoni@clackamas.us

**EMERGENCY SHELTER
2019-2020 & 2020-2021
NOTICE OF FUNDING OPPORTUNITY (NOFO) AND GRANT APPLICATION**

1. PROGRAM DESCRIPTION

Clackamas County Social Services and Clackamas County Community Development seek one or more providers for Emergency Shelter for homeless persons. Proposals for Winter Shelters open to guests November 1 through March 31 will also be considered. Projects funded under this proposal will provide safe temporary shelter for individuals and families with no other safe place to live, and will connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible, with an expectation that Shelter Diversion will be attempted both before and upon entry into emergency shelter. Households of any configuration (single adults, couples, families with children, extended families) will be eligible for services. Unsheltered individuals and families who are at greatest risk for severe health and safety consequences if not sheltered must be prioritized.

1.2 DEFINITION OF SERVICE CATEGORIES

Shelter Diversion

A problem solving strategy that prevents people who are homeless from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing. Shelter diversion is flexible and may include support to overcome other kinds of barriers that would lead to shelter diversion.

Emergency Shelter

Emergency shelters are temporary living facilities, serving a critical role in Clackamas County’s crisis response system by providing immediate and easy access to safe and decent temporary living space to people who need it. Emergency shelters could take a variety of forms including a single structure with multiple sleeping spaces, a sleeping pod village, or designated or scattered site motel rooms with services attached. Emergency shelters aim to re-house people as quickly as possible.

Winter Shelters

Winter Shelters are emergency shelters that are considered non-weather dependent under this NOFO, but are required to remain open 24 hours a day, seven days a week from November 1 to March 31 to serve persons experiencing homelessness during the winter season.

1.3 PROJECT FUNDS - HOUSING STATUS ELIGIBILITY

For the purposes of this project, Oregon Housing and Community Services (OHCS) Housing Status Categories 1, 3 and 4 apply. Eligible applicants for program services

must meet, and providers must document, one of the following categorical definitions of homelessness:

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

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

Category 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.

1.4 PROJECT FUNDS – INCOME ELIGIBILITY

Most emergency shelter funding streams do not require income eligibility or documentation. Emergency Housing Assistance funds require income verification and require that shelter guests' income is at or below 80% of the U.S. Department of Housing and Urban Development's (HUD) most current Area Median Income. It is expected that income as well as opportunities to increase income will be explored as part of shelter diversion.

1.5 SERVICE BOUNDARIES

Services under this NOFO must be prioritized for Clackamas County residents, as determined by the self-reported zip code or area of last residence, who meet the eligibility guidelines. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites and the like in Clackamas County. Persons currently residing in neighboring counties who were recently residing in, employed in or otherwise have strong ties to Clackamas County are also eligible. However, shelters must in no way exclude people who cannot provide “proof” of residency or tie to Clackamas County. Additionally, persons fleeing domestic violence or other forms of abuse are excluded from the Clackamas County residency prioritization.

Shelter sites located outside of Clackamas County's boundary are not eligible to apply under this NOFO.

1.6 PROJECT EXPECTATIONS

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.

Shelter Access – Coordinated Housing Access will refer people to each shelter, but shelters may also accept self-referrals or referrals from other providers, such as, but not limited, to School District Homeless Liaisons, Hospital Social Workers, culturally specific organizations (if applicant is not a culturally specific organization), Oregon Department of Human Services, and Community Corrections.

Prioritization of Vulnerable Persons - Shelters must prioritize unsheltered individuals and families who are at greatest risk for severe health and safety consequences if not sheltered. However, in order to maintain a functional shelter system, persons who have not been in contact with a shelter provider for 30 days will be placed on an inactive list.

1.7 PROJECT OUTCOMES, OUTPUTS AND DATA

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

*Positive housing destinations include:

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

Project Outputs

Project outputs of number of households/persons served and number of nights of shelter will be negotiated with each provider based on capacity and anticipated average length of stay.

Homeless Management Information System (HMIS) Data Entry and License Fees

Each organization must perform their own HMIS data entry. Proposals from new providers may include HMIS license fees, and up to two (2) HMIS licenses per organization. HMIS license fees are estimated at \$455/user in the first year and \$255/year/user for subsequent years. Clackamas County will provide mandatory training in HMIS data entry at no cost to new providers.

2. AWARD INFORMATION

Applicants will establish a contractual relationship with Clackamas County Social Services (CCSS) and/or Clackamas County Community Development (CCCD). Applicants are sought throughout the County in rural, urban and suburban areas, especially those areas with known populations of homeless persons.

Funding for this NOFO will be provided over a period of two fiscal years, with a possible extension for two more years through June 30, 2023. This extension is not guaranteed.

Estimated funding period/term of agreement: Twenty four (24) months, July 1, 2019 to June 30, 2021.

Estimated funding available: \$220,000 for FY 19-20 and /\$320,000 for FY 20-21 or a total of \$540,000.

Funding sources may include:

- State of Oregon Housing & Community Services Department, Emergency Housing Assistance & State Homeless Assistance Program
- Federal Emergency Management Administration Emergency Food and Shelter Program
- Federal HUD Emergency Solutions Grant, and Clackamas County General Funds

Additional or reduced funding may be available during the grant period. If additional funding becomes available, it will be allocated to providers based on objective factors including, but not limited to, shelter capacity, bed utilization, HMIS or DV data system compliance and reporting and invoice timeliness.

3. FUNDING AVAILABLE AND BUDGET INFORMATION

This NOFO will fund shelter bed nights at a rate of \$40/person/night. No matching funds are required. However, additional consideration during the evaluation process may be granted to applicants based on the type and level of additional resources committed.

Clackamas County reserves the right to select only one or more than one applicant based on the responses to this NOFO. Total amount awarded between all applicants will not exceed the total funding available and is estimated at time of NOFO release

date. If multiple applicants are selected, each applicant would receive an amount that is lower than the total estimated funding available.

4. APPLICANT ELIGIBILITY – MINIMUM ORGANIZATIONAL QUALIFICATIONS

Each applicant must meet all of the following minimum qualifications to be eligible to respond to this NOFO and to receive funds.

1. Organizations must provide proof that they have insurance and endorsements and as required in the resulting award agreement:
 - a. Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - b. Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - c. Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - d. Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS

656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- e. Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- f. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- g. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- h. Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- i. Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- j. Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- k. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

2. Applicant agrees that vehicles needed to perform services under this project will be the sole responsibility of the applicant, and meet the minimum insurance requirements of the County. No vehicles for use in this project will be provided by Clackamas County.
3. Confidentiality. Any and all information regarding any individual serviced by the Project is strictly confidential. All provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form shall not be released to any party without the authorization of the individual and/or County. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals. Confidentiality policies shall be applied to all requests from outside sources.
4. Organizations must certify that they are ADA accessible.
5. 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.
6. Organizations are required to collect demographic information on individuals accessing services. The HMIS is a confidential database managed by Clackamas County. Organizations agree to comply with current HMIS Policy and Procedures and adhere to HMIS data quality and reporting requirements. Organizations must have the ability to enter their own HMIS data or if a domestic violence service provider, provide Clackamas County with equivalent and timely de-identified data for reporting purposes.
7. Organizations must have the following policies in place at the time of award:
 - Non-discrimination policy
 - Records retention policy
 - Grievance policy (denial, termination, appeal and fair hearing procedures)
 - Conflict of interest policy
 - Confidentiality policy
 - Fiscal policy that outlines separation of duties and fraud prevention and recovery (both employee and participant)
8. Organizations agree to submit all required financial and demographic documentation.
9. Provider shall maintain and retain all records in compliance with regulatory agencies and County policies.
10. Organization must provide proof of registry number to do business in Oregon at the Secretary of State online registry system:
http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login
11. Organization must have a federal DUNS number, issued free at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>, and no federal exclusions listed, prior to being awarded federal funds. If organization is current in SAM system, provide DUNS number with NOFO application.

12. Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
13. Organizations must provide proof of approval to operate a shelter 24 hours a day, seven days a week, 365 days a year (or annually between November 1 to March 31 if applicant proposes a winter shelter) at the proposed site from the jurisdiction with permitting authority, in addition to fire marshal approval for the capacity. If organization is exempt, provide proof of exemption.
14. Organizations agree to allow Clackamas County to include information on service availability and access points in media releases and on websites including but not limited to 211, the Clackamas County website, and through social media such as, but not limited to, Facebook and Next Door.

5. SCOPE OF WORK AND PROGRAM REQUIREMENTS

The applicant will be required to perform the following work in accordance with the terms and conditions in an awarded agreement.

1. No fees shall be charged to persons who are homeless for participating in any project funded services.
2. Use a person centered, problem solving, flexible approach to connecting individuals and families with longer term housing and other related services.
3. Diversion must be meaningfully attempted with all persons requesting shelter at the time of the request, and again with all shelter guests within 5 business days of shelter entry to determine whether individuals and households can be diverted from entering the homeless services system.
4. Shelter services must be provided in a trauma informed and wholly secular manner.
5. While there may be one or more shelters specifically for persons fleeing domestic violence, shelters may not categorically exclude persons fleeing domestic violence.
6. Shelters must ensure a welcoming and safe environment for people of all genders, including persons who identify as transgender or non-binary. However, proposals for gender specific shelters may also be considered if consistent with Fair Housing law pertaining to emergency shelters including HUD's Equal Access law (links provided on last page).
7. Shelters may not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
8. Shelters may have rules to ensure a safe environment but these rules must be in plain language and as streamlined as possible. Shelter rules must align

- with Fair Housing law pertaining to emergency shelters (link provided on last page).
9. Individuals and households must be entered into the Coordinated Housing Access system in HMIS, or their entries updated if they are already in the system, within three (3) business days of shelter entry. Domestic violence shelters may complete Coordinated Housing Access on a shadow or paper based system using a unique identifier and notify Clackamas County Community Development (CCCD) HMIS team of housing referral lists the household should be added to. CCCD HMIS team will add the unique identifier to these referral lists. Housing providers will contact DV providers for contact information when a possible housing unit or slot opens up.
 10. All eligibility and ongoing service documentation must be obtained and program must be operated as outlined in Oregon Housing and Community Services State Homeless Funds Program Operation Manual, State Homeless Assistance Program and/or United States Department of Housing and Urban Development Emergency Solutions Grant and the Clackamas County Emergency Solutions Grant Policy Manual (links provided on last page).
 11. Year round shelters must remain open 24 hours a day, seven days a week, 365 days a year. Short closures of up to 14 days a year are allowed for deep cleaning, staff training and major repairs and maintenance.
 12. Winter shelters must remain open 24 hours a day, seven days a week from November 1 to March 31. Up to 6 daytime closures per winter, preferably during non-severe weather, are allowed for deep cleaning, staff training and emergency repairs and maintenance.
 13. Open shelter beds must be accessible on weekends and holidays.
 14. Shelter beds must be prioritized for the people with the highest safety and health vulnerability (or households including a highly vulnerable person).
 15. All required financial and demographic information must be submitted per established timelines.
 16. All shelters are required to participate in and provide services on the annual nights in January (to be determined each year) for the Point in Time homeless count.

6. APPLICATION AND SUBMISSION INFORMATION

One electronic copy containing electronic signatures in Microsoft Word or PDF format must be submitted via email as indicated below in Section 6.5. Document must be single-spaced with a font size no smaller than 12 point. The application must be no more than 10 pages, excluding the cover page, budget, and certifications and assurances.

All applications must include the following sections:

6.1 Cover page - Provide organization name, address, telephone number, fax number, tax identification number, State of Oregon business registry number, Federal DUNS number, email address of applicant agency, and name and contact information (address, telephone and email) of person(s) authorized to represent the organization for the purposes of this project.

6.2 Certifications and Assurances – As this NOFO combines multiple funding streams, applicants must state the funding source(s) they wish to be considered for, and must submit the Certifications and Assurances Form (Appendix A) certifying Applicant meets minimum organizational qualifications certifies and that it will perform the work listed in accordance with the terms and conditions in an awarded agreement. Clackamas County reserves the right to evaluate and award additional funding sources if Applicant is able to meet additional funding source eligibility requirements.

6.3 Narrative

6.3.1. Overview

Provide a brief (no more than 1/2 page) overview of the organization, its mission, history and current services. Also include the proposed shelter site (confidential domestic violence service providers excluded), type of structure or structures and capacity and whether this is a proposal for Year Round Emergency Shelter or Winter Shelter.

6.3.2 Experience

Briefly (no more than two (2) pages) describe your experience with the following:

- a. Providing Emergency Shelter to homeless adults and/or families.
- b. Providing services that are equitable, respectful, and relevant to people from a wide variety of cultures and backgrounds.
- c. Ensuring that accurate and complete HMIS (or comparable for confidential DV providers) data is collected and entered in a timely way.

6.3.3. Approach to the Work

Briefly (no more than five and a half (5 1/2) pages excluding Budget and Budget Narrative) address each of the following factors:

- a. How will you meet each of the project expectations (see Section 1.6)
 - i. Service Delivery Approach
 - ii. Schooling
 - iii. Mainstream Benefits Screening
 - iv. Shelter Access
 - v. Prioritization of Vulnerable Persons

- b. How will you ensure that the outcomes are met or exceeded? Please address each outcome separately.
 - i. At least 10% of households/persons requesting or accessing shelter are diverted from entering the system either before accessing shelter or within five business days of entry
 - ii. At least 90% occupancy rate, not counting short closures detailed in Section 5.11 and 5.12
 - iii. At least 75% of shelter guests are assessed for longer term housing using the Coordinated Housing Access system within three business days of entry
 - iv. At least 30% of households served exit to permanent housing or another positive housing destination (see Section 1.7)
 - v. At least 80% of households exiting to permanent housing have retained their housing 6 months after exit date.
 - vi. At least 10% of households served exit to other longer term destinations (long term care, substance abuse treatment or similar)
 - vii. Outcomes accomplished by shelter guests identifying as people of color are equal to or higher than those accomplished by shelter guests identifying as white
 - viii. At least 95% of shelter guests data is entered into HMIS within 3 business days of shelter entry

- c. Up to two (2) pages of any other materials that are relevant to this program may be included as supporting documentation. Note: these other materials count towards the 10 page limit.

6.3.4. References

Provide the contact names, agency or jurisdictional affiliation, telephone number and email addresses for two (2) references who can attest to your qualifications to perform services described in this NOFO. If Applicant has not had a contractual relationship with County, a total of four (4) references are required.

6.4 Budget

Funds will be available only on a bednight rate basis. Bednights will be reimbursed at the rate of \$40 per person per night.

Provide a Budget Narrative (no more than one (1) page) that explains:

- a. The amount of funding requested for the estimated 24 month period from July 1, 2019, to June 20, 2021 specifying which funding stream(s) are being requested and permitted shelter capacity.
- b. Explanation of any additional resources you plan to contribute for the project and their sources.
- c. Whether the project can be scaled up or down should more or less funds than your request be available.

6.5 Addenda & Application Questions

Questions or clarifications shall be submitted via email to both:
Jessica Diridoni: jdiridoni@clackamas.us and Erika Silver: esilver@clackamas.us
County will not mail notice of Addenda, but will publish notice of any Addenda on County's website. Addenda may be downloaded off the County's website. Organizations should frequently check the County's website until the closing of the NOFO, at least once weekly and at least once daily a week prior to closing. **Questions must be submitted no later than 5:00pm on Thursday, September 5, 2019.** Responses to questions will be posted online as 'FAQ Addendums' on Clackamas County's NOFO webpage: <http://www.clackamas.us/grants/>

6.6 Application Due Date

Applications are due no later than **5:00pm Monday, September 23, 2019**, as described above. Electronic submission is required for all applications.
Submit via email to both:
jdiridoni@clackamas.us & esilver@clackamas.us.
Faxed and hardcopies will not be accepted.

7. APPLICATION EVALUATION

1. Applicant must demonstrate that all minimum qualifications are met. A Risk Assessment will be conducted by Clackamas County as part of the award assessment criteria, and applicants will be scored as indicated on the Applicant Evaluation form (to be provided when available at the webpage listed in Section 6.5).
2. Organizations with current or past contracts with Clackamas County will be evaluated on past performance in previous contracts with Clackamas County. Items to be considered include spend-out of contracts, timeliness of report and invoice submittals, and adherence to HMIS policies.
3. All funding decisions will be contingent upon availability of funding.

8. APPEAL PROCESS

Applicants not approved as a provider of services outlined in this Notice of Funding Opportunity may file a Notice of an Appeal in writing no later than 10 days after the County announces the awards, specifying the grounds upon which the appeal is based. The Notice shall be submitted via email to: jdiridoni@clackamas.us and esilver@clackamas.us

Within 5 business days a determination on the status of the Notice of Appeal will be made by the Director of Social Services.

Appendix A: Certifications and Assurances

Organization Name: _____,

Applicant hereby assures, warrants, covenants, and certifies that with respect to any federal, state or local funds disbursed to it, that it will follow all of the applicable laws, rules and regulations associated with funding distributed to Applicant and incorporated into award agreement.

Applicant certifies that it meets and will comply with the minimum qualifications listed below, and as specified in **Section 4: Applicant Eligibility – Minimum Organizational Qualifications** of this NOFO, to be eligible to apply and to receive funds. In addition, Applicant certifies it will perform the work listed in **Section 5: Scope of Work & Programmatic Requirements**, in accordance with the terms and conditions in an awarded agreement.

1. Confidentiality. Applicant has confidentiality policies in place that meet the requirements of all applicable federal, state and local requirements.
2. Applicant provides services that are ADA accessible.
3. Applicant has non-discrimination policies in place and provides 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.”
4. Applicant has capacity to collect demographic information on individuals accessing services and enter that information within 3 days of entry as required in the Homeless Management Information System (HMIS) database managed by Clackamas County. Applicant agrees to comply with current HMIS Policy and Procedures and adhere to HMIS data quality and reporting requirements. If the applicant is a domestic violence service provider, applicant will provide Clackamas County with equivalent and timely de-identified data for reporting purposes.
5. Applicant has the following policies in place at the time of award:
 - Non-discrimination policy
 - Records retention policy
 - Grievance policy (denial, termination, appeal and fair hearing procedures)
 - Conflict of interest policy
 - Confidentiality policy
 - Fiscal policy that outlines separation of duties and fraud prevention and recovery (both employee and participant)
6. Applicant shall maintain and retain all records in compliance with regulatory agencies and County policies.
7. Applicant has policies in place regarding performing Criminal Background checks for all staff and volunteers who will be performing direct services under this contract. The policy includes criteria to disqualify any persons who

have committed violent crimes, crimes against children or other crimes that are incompatible with this project.

Applicant further certifies that it shall provide services in compliance with all local, state and federal program rules and guidelines required by local, state and/or federal agencies providing funding for the award agreement, including, but not limited to the current links below, and as updated and incorporated into the award agreement, regardless of whether or not specifically referenced herein (links provided below):

[Oregon Housing and Community Services \(OHCS\) State Homeless Funds Program Operation Manual, Emergency Housing Assistance \(EHA\) & State Homeless Assistance Program \(SHAP\)](#)

[Terms & Conditions for State OHCS Subrecipients](#)

[Special Provisions for State OHCS Subrecipients](#)

[General Program Element Terms & Conditions for State OHCS Subrecipients](#)

[OHCS Emergency Housing Assistance Program Element State for OHCS Subrecipients](#)

[OHCS State Homeless Assistance Program Element for State OHCS Subrecipients](#)

OHCS Inclusion & Diversity Outcomes & Global Diversion & Inclusion Benchmarks (to be adopted by OHCS)

[United States Emergency Food & Shelter Program Manual](#)

United States Emergency Food & Shelter Program Manual Addendum (to be provided at time of award)

[United States Department of Housing and Urban Development Emergency Solutions Grant \(ESG\)](#)

[Clackamas County Continuum of Care \(CoC\) & Emergency Solutions Grant \(ESG\) Policy Manual](#)

[HMIS Policies and Agreements](#)

[United States Department of Housing and Urban Development Equal Access Laws](#)

[Federal Fair Housing & Related Laws](#)

[Fair Housing Guide for Homeless and Domestic Violence Shelter Providers](#)

Certification Signature:

Signature of authorized representative

Date

Name and title of authorized representative

**FAQ, Clarification & Correction Addendum to Notice of Funding Opportunity (NOFO):
Emergency Shelter Services to Un-Housed Individuals
in Clackamas County 2019-2020 & 2020-2021**

Includes questions received by email and at Shelter NOFO meeting held on September 4, 2019

Clarification: This NOFO includes both emergency shelter and winter shelter services. A winter shelter is open 24 hours per day during the winter season regardless of weather conditions. A separate NOFO for warming centers, which only open overnight during inclement weather, will be issued by Clackamas County in the near future (update: Warming Center and Warming Center Volunteer Coordination Services NOFO issued on September 9, 2019 at link: <https://www.clackamas.us/grants>)

Clarification: This NOFO is issued in partnership with Clackamas County Community Development. While ESG funds are already contracted out for the current fiscal year, this NOFO may be used to determine the distribution of ESG funds for the fiscal year beginning July 1, 2020.

Clarification: Shelter diversion includes elements of “housing problem solving” and can include discussing other housing options, such as staying with family or friends, with those seeking shelter to find out if there are any other safe options available.

Question: Can a culturally specific shelter apply?

Answer: Yes, if located within Clackamas County and if the shelter meets all other NOFO eligibility criteria.

Question: Can culturally specific shelters only serve people who identify with the specific culture the shelter is focusing on?

Answer: Clackamas County supports and understands the need for culturally specific programs within underserved communities. However, services must be offered in compliance with Fair Housing Laws. For more details please see <http://fhco.org/index.php/learning-resources/guides> “Guide for Homeless and Domestic Violence Shelters”.

Section 1.3

Question: If someone has a friend or family member to stay with, is there an issue with them qualifying for permanent housing?

Answer: Not necessarily, but that is dependent on many factors and should not be an issue with the shelter services. Also note, if someone has friends or family they can safely stay with, they should do that. This preserves shelter beds for people with no safe alternative places to stay.

Section 1.4

Clarification: The state funds (EHA) do require income verification.

Question: Is there a timeline to verify income?

Answer: Not specified in state rules. We will be able to negotiate a specific timeline. If you can't obtain the income information required, then the bed night(s) would not be eligible.

**FAQ, Clarification & Correction Addendum to Notice of Funding Opportunity (NOFO):
Emergency Shelter Services to Un-Housed Individuals
in Clackamas County 2019-2020 & 2020-2021**

Includes questions received by email and at Shelter NOFO meeting held on September 4, 2019

Section 1.5

Question: How do we prioritize Clackamas County residents?

Answer: Self-report is sufficient.

Question: What if the person requesting shelter is from Portland?

Answer: Services should be prioritized to Clackamas County residents if at all possible, with the exception of persons fleeing domestic violence, sexual assault or human trafficking.

Section 1.6

Clarification: Regarding prioritizing vulnerable populations, if you have one bed open and two people, the person who has a higher level of vulnerability should be prioritized.

Question: Is there a vulnerability index or tool?

Answer: Within Coordinated Housing Access there is a tool. It is not required for shelter providers but recommended.

Clarification: We will not require a specific waiting list system, but providers with waiting lists should discuss their plan for managing that system.

Section 1.7

Question: Regarding the permanent housing outcome, will we be penalized if we don't achieve it?

Answer: We will evaluate all outcomes and, if some outcomes are not being met, we will assess in that context. Outputs will be negotiated with each provider.

Section 2

Clarification: The contracts will be retroactive to July 1, 2019 and will be in place until June 30, 2021. There may be up to two years of additional extensions granted.

Section 4

Correction: Shelters not currently in operation may be considered for funding even if proof (see sections 4.1 and 4.3) is pending if applicant provides a letter with an update on the status of fire marshal and other pending permits, including confirmation that the shelter will be open to guests by December 1, 2019.

Clarification: The shelter must be ADA accessible.

Clarification: You must submit a fire marshal statement verifying capacity with your application.

Clarification: We strongly recommend that your internal policy reflect the background check requirements as outlined in the DHS rules. The link to the rules is:

<https://www.oregon.gov/DHS/BUSINESS-SERVICES/CHC/Documents/Provider-BGC-rules-407-007-0200-to-407-007-0370-TEMP-effective%20date-2019-07-29-with-all-definitions.pdf>

Clarification: Winter shelters, similar to emergency shelters, can consider other models than facility based, such as motel vouchers. See Section 1.2

**FAQ, Clarification & Correction Addendum to Notice of Funding Opportunity (NOFO):
Emergency Shelter Services to Un-Housed Individuals
in Clackamas County 2019-2020 & 2020-2021**

Includes questions received by email and at Shelter NOFO meeting held on September 4, 2019

Question: Can a past program participant serve as a reference?

Answer: References should be able to attest to organization capacity, such as ability to deliver services and manage funding. A testimonial from a participant will most likely not be successful at meeting that requirement.

Question: If I have 49 beds, can I apply for funding for 20?

Answer: Yes, you just can't apply for a greater number of beds than you actually have.

Question: Will there be an ESG NOFO for services other than emergency shelter?

Answer: Yes, there will be a separate ESG application process for other services.

Clarification: The reimbursement will be \$40 per person per night (not per household). Matching funds are not required.

Section 6.4 a.

Correction: 'June 20, 2021' should read 'June 30, 2021'

Section 6.4 a.

Correction: Agencies will not be required to specify which funding stream(s) they are requesting in NOFO application.