

October 13, 2022

Board of County Commissioners  
Clackamas County

Approval of a Non-Federal Subrecipient Grant Agreement with Zoar Evangelical Lutheran Church for Extreme Weather and Smoke Shelter Services. Total value is \$55,005. Funding through the State of Oregon, in the amount of \$49,955.

Budgeted County General Funds are involved in the amount of \$5,050.

<b>Purpose/Outcomes</b>	Approval of a grant agreement to provide extreme weather shelter sites and services to unhoused individuals during defined periods of extreme weather and smoke center sites and services to unhoused individuals during defined periods of extreme cold, heat, or poor air quality due to wildfire smoke.
<b>Dollar Amount and Fiscal Impact</b>	\$49,955 Out of The Cold funds <u>\$5050 of Budgeted County General Funds</u> \$55,005 total
<b>Funding Source</b>	State of Oregon, Housing & Community Services Dept., Out of the Cold (OOTC) funds and dedicated County General Funds (CGF) for Warming Centers (\$49,955 OOTC funds and \$5,050 budgeted CGF funds).
<b>Duration</b>	Effective upon signature to June 30, 2023 with a designated eligible grant expenditure period of June 1, 2022 to June 30, 2023.
<b>Previous Board Action/Review</b>	Item at County Issues: 10-12-22.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Date of Counsel review: 7-7-22 Kathleen Rastetter
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a grant.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	H3S#10732

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Zoar Evangelical Lutheran Church (Zoar). The Agreement will allow Zoar to provide an extreme weather shelter site and services to unhoused individuals during defined periods of extreme weather. Zoar will also provide a

smoke center site and services to unhoused individuals during defined periods of poor air quality due to wildfire smoke.

The Agreement was approved by County Counsel and is effective upon signature by all parties with an eligible grant expenditure period of June 1, 2022 to June 30, 2023. The funding source for unhoused guests at the site is the State of Oregon, Housing & Community Services Department, Out of the Cold funds with a portion of designated County General Funds allocated to warming centers. CGF is included in the Agreement if housed guests arrive at the site to receive services.

**RECOMMENDATION:**

Staff recommends the Board approval of this Grant Agreement, and authorization for the Chair to sign on behalf of the County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook".

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

Attachment:  
Non-Federal Subrecipient Grant Agreement, H3S#10732

**CLACKAMAS COUNTY, OREGON  
NON-FEDERAL SUBRECIPIENT GRANT AGREEMENT H3S# 10732**

Program Name: **Zoar Evangelical Lutheran Church**

Program Number: Extreme Weather & Smoke Shelter Sites – Cooling, Smoke, Warming

This Agreement is between **Clackamas COUNTY, Oregon**, acting by and through its Department of Health, Housing and Human Services, Social Services Division (“COUNTY”) and **Zoar Evangelical Lutheran Church** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

**COUNTY Data**

<b>Grant Manager: Jessica Diridoni</b>	<b>Program Manager: Teresa Christopherson</b>
Management Analyst II Clackamas COUNTY Social Services Division 2051 Kaen Rd. Oregon City, OR 97045 503-655- 8646 jdiridoni@clackamas.us	Administrative Services Manager Clackamas COUNTY Social Services 2051 Kaen Rd. Oregon City, OR 97045 503-650-5718 teresachr@clackamas.us

**SUBRECIPIENT Data**

<b>Finance/Fiscal Representative: Steve Morgan</b>	<b>Program Representative: Steve Morgan</b>
Council President Zoar Evangelical Lutheran Church 190 SW 3rd Avenue Canby, OR smorgan@dcs-morgan.com	Council President Zoar Evangelical Lutheran Church 190 SW 3rd Avenue Canby, OR smorgan@dcs-morgan.com
FEIN: 93-0715700	Oregon Business Registry Number: 005893-17

**RECITALS**

1. The purpose of this Non-Federal Subrecipient Grant Agreement (“Agreement”) is to provide extreme weather shelter sites and services to un-housed individuals during defined period of extreme weather and smoke center sites and services to un-housed individuals during defined periods of extreme cold, heat, or poor air quality due to wildfire smoke.
2. COUNTY has partnered with Zoar Evangelical Lutheran Church (SUBRECIPIENT), Extreme Weather and Smoke Shelter Center located at **190 SW 3rd Avenue in Canby, to provide Extreme Weather and Smoke Shelter Center services** (the “Program”) for up to the number of individuals and time authorized by Local Fire and under permit and time authorized by the jurisdiction with permitting authority.
3. **COUNTY will grant Out of the Cold (“OOTC”) funding, provided under Master Grant Agreement #7005, entered into by and between COUNTY and the State of Oregon, Oregon Housing and Community Services (“OHCS”), to support the Program as specified in Section 2, between June 1, 2022 and June 30, 2023, provided proper permits and any extensions are valid and submitted to COUNTY for verification prior to Center opening.** The award of these funds supports the COUNTY and State of Oregon goals of providing extreme weather and smoke center sites to

unhoused individuals to provide a safe environment during periods of extreme weather. SUBRECIPIENT will provide services in an area of rural Clackamas COUNTY that has been historically underserved by shelter services and will increase the capacity of Clackamas COUNTY as a whole to provide for the safety and wellbeing of un-housed residents. SUBRECIPIENT may also be reimbursed utilizing County General Funds if housed guests stay at site.

4. This Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT may use funds granted by COUNTY in support of the Program.

NOW THEREFORE, according to the terms of 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 approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for eligible expenses approved in writing by COUNTY relating to the Program and incurred during the eligible grant expenditure period of **June 1, 2022 through June 30, 2023**, under specific time periods as specified in Exhibits A and B, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the end of the eligible grant expenditure period of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
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 comply with the requirements of **COUNTY'S 21-23 Biennium Master Grant Agreement #7005 including, but not limited to, Exhibits F - L thereto, and the Out of the Cold Program Operations Manual, dated October 26, 2021, and all subsequent amendments thereto.** SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, together 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 or Federal funding requirements.

All highlighted terms and conditions in COUNTY'S 21-23 Biennium Master Grant Agreement #7005, including Exhibits F-L, are hereby incorporated by this reference. SUBRECIPIENT will comply with the highlighted terms and conditions as if SUBRECIPIENT were the Subgrantee under Master Grant Agreement #7005, and will further comply with any other term or condition set forth in the aforementioned agreement and as may be required by OHCS.

4. **Grant Funds.** The COUNTY's funding for this Agreement is Master Grant Agreement #7005. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$55,005 (Fifty Five Thousand and Five dollars):**  
OOTC: \$49,955  
County General Funds: \$5,050

5. **Disbursements.**

This is a cost reimbursement grant based on bed nights provided and actual eligible costs. Disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Payments shall be made in accordance with Exhibit A, and:

- are on a rate basis for bednights and day shelter as confirmed by COUNTY;
- are on a cost-reimbursement for Homeless Management Information System (HMIS) fees and licensing; and
- include a cost-reimbursement of up to \$1,000 toward the property damage deductible of each claim of damage to the Warming Center Site. If SUBRECIPIENT'S insurance deductible is less than \$1,000, COUNTY cost-reimbursement shall not exceed the total amount of SUBRECIPIENT'S deductible.
- COUNTY will pay SUBRECIPIENT \$250 for each staff who provides a certificate of completion for attending a Mental Health First Aid training, in order to increase the capacity of organizations to meet the behavioral health needs of guests, and in consideration of the staff time required to attend the training.

Free classes are available at [www.Gettrainedtohelp.com](http://www.Gettrainedtohelp.com)

Volunteers are strongly encouraged to take the training, but the COUNTY will not provide payment for volunteers who attend the training.

6. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions herein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the Agreement. Such 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, terminate this Agreement and all associated amendments, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
7. **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 the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any eligible services performed before the beginning date of the **grant eligibility period (June 1, 2022) or after the end date of the grant expenditure period (June 30, 2023)** of this Agreement.
8. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that funds are no longer available for the purpose of this Agreement.
  - 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 termination of this Agreement, any unexpended funds shall remain with COUNTY. Notice of termination may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

9. **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:
- 9.1. Has already accrued hereunder;
  - 9.2. Comes into effect due to the expiration or termination of the Agreement; or
  - 9.3. 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

10. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity Agreement herein except as set forth in this Agreement.
12. **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 Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, 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 GAAP 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 the COUNTY within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with all terms and conditions as outlined in Exhibits A - M.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only eligible costs resulting from obligations incurred during the eligible grant expenditure period. Costs incurred prior or after this period will be ineligible.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month of services provided, using the form and instructions in Exhibit D: Request for

Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Lobbying.** SUBRECIPIENT will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities as restricted under applicable state or federal law, as such provisions may be modified from time to time. If SUBRECIPIENT makes expenditures or incurs costs for purposes or amounts inconsistent with the eligible costs of the Grant Funds as described in COUNTY'S Master Grant Agreement #7005, the Implementation Report, applicable Program Elements, Program manual, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.
- j) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, OHCS, the Secretary of the State of Oregon , and their duly authorized representatives shall have access to such 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, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **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 following the expiration of the Master Grant Agreement #7005 with OHCS (June 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

### 13. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all applicable federal, state, and local laws, and all applicable public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to, the following: (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, 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 as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all applicable statutes, requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they

are applicable to the agreement. SUBRECIPIENT shall further comply with the terms of **Exhibits A –M**.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 14. State Procurement Standards

COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public agreements under the procurement for goods and service, further described in **Exhibits A –M**.

#### 15. 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 contingent upon availability of future funds from State or Federal funding sources, or upon approval of future appropriations to fund the Agreement by the Board of COUNTY Commissioners.
- b) **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.
- c) **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 acts or omissions under this Agreement including, but not limited to, any claim by a State or Federal funding source 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.
- d) **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, death, 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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. **Additionally, this coverage shall include Abuse and Molestation Insurance** as part of the Commercial General Liability policy covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include the SUBRECIPIENT, and the 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.



- 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.
  - 3) **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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas COUNTY, its agents, officers, and employees" as an additional insured, with respect to SUBRECIPIENT's activities under this agreement.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **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.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. 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.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage shall be primary for all required insurance in the event of a loss and SUBRECIPIENT will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 9) **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.
  - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- e) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part without the express written approval of the COUNTY.
  - f) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and OHCS 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 or OHCS and undertakes this work independent

from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY or OHCS in any transaction or activity.

- g) **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.
- h) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas COUNTY without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas COUNTY, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.
- i) **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.
- j) **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.
- k) **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.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.
- n) **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.
- o) SUBRECIPIENT'S Application, including Appendix A, Certification and Assurances Form, submitted to COUNTY in response to the COUNTY'S Notice of Funding Opportunity: Extreme Weather and Smoke Center Sites and Services and Associated Volunteer Coordination and Behavioral Health Support Services issued on August 30, 2021 is hereby incorporated by reference into this Agreement.

(Signature Page Attached)

**SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT**

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

**Zoar Evangelical Lutheran Church**

By:   
JoAnn Rothi, President of Congregation

Dated: 9-15-2022

**CLACKAMAS COUNTY**

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

\_\_\_\_\_  
Tootie Smith, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

Approved to Form:

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: SUBRECIPIENT Performance Reporting
- Exhibit D: Request for Reimbursement (Invoice)
- Exhibit E: SUBRECIPIENT Application to Notice of Funding Opportunity & Certification & Assurances Form
- Exhibit F: Clackamas COUNTY Master Grant Agreement 2021-23
- Exhibit G: Master Grant Agreement 2021-23, Definitions
- Exhibit H: Master Grant Agreement 2021-23 Standard Terms & Conditions
- Exhibit I: Master Grant Agreement 2021-23 Special Provisions
- Exhibit J: Master Grant Agreement 2021-23 Program Element, General Terms and Conditions
- Exhibit K: Master Grant Agreement Program Element PE20, Out of the Cold (OOTC)
- Exhibit L: Local Guidance for COVID Social Distanced Congregate Shelters/Warming Centers
- Exhibit M: HMIS Cooperative Agreement issued by County Community Development Division

## EXHIBIT A SCOPE OF WORK

SUBRECIPIENT may only use funds received under this Agreement to support the Program. In implementing the Extreme Weather and Smoke Centers Program, SUBRECIPIENT agrees to the following:

1. Participate in required Start Up meetings and trainings. Every endeavor will be made to schedule at a time that is workable for all providers. Warming Center Start Up meeting will occur in the fall. Cooling and Smoke Center Start Up meeting will occur in the spring.
2. No fees shall be charged to any Center guests.
3. Provide day and/or night time Center services to individuals during periods of severe cold, heat and smoke as described in Agreement.
4. Provide overnight Warming Center services, regardless of the overnight temperature forecast, to un-housed individuals for the nights (to be determined) in January 2023 and (if contract is extended) January 2025 for the Point in Time homeless count.
5. All Center services must be provided in a trauma informed and wholly secular manner.
6. All Centers may not categorically exclude persons fleeing domestic violence.
7. All Centers 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 centers may also be considered if consistent with Fair Housing law pertaining to Warming Centers including HUD's Equal Access law.
8. Centers may not require guests to be clean and sober or pass urinalysis or breath testing. However, all Centers may have rules disallowing alcohol or drug possession or use on premises. Additionally, all Centers must incorporate harm reduction into their service delivery.
9. All Centers may have rules to ensure a safe environment but these rules must be in plain language and as streamlined as possible. Center rules must align with Fair Housing law pertaining to shelters.
10. All Centers must comply with all relevant health, fire and life safety codes.
11. All Centers must have a written harm reduction policy that addresses under what circumstances and for what conduct people may be excluded from the Center and for what period of time. In the event a person is excluded under the harm reduction policy, Centers must document the reason for the exclusion and the duration. Centers must make a diligent effort to ensure that the excluded person has an alternate safe place to sleep.
  - a. If a guest has to leave due to disruption or of their own free will, SUBRECIPIENT will 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 the SUBRECIPIENT does not have complete and accurate HMIS data for the guest.

Additional policies that must be in place include:

- Background check policy
- 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)

12. SUBRECIPIENT must perform Criminal Background checks and have specific screening criteria for all staff and volunteers who will be performing direct services under this Agreement. 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 Program.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Agreement 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.

SUBRECIPIENT should work with COUNTY'S Extreme Weather Volunteer Coordinator to receive support, assistance with recruiting, training and background checks to help ensure site can open with sufficient staff and volunteer coverage. Can still recruit and train all staff and volunteers.

13. A best practice for Criminal Background checks is followed by the State of Oregon, Department of Human Services. Links are provided as a resource to SUBRECIPIENT.

Rules & Policies Covering Background Checks page:

<https://www.oregon.gov/dhs/BUSINESS-SERVICES/CHC/Pages/Policy-Rules.aspx>

#### **ODHS and OHA Provider Rules**

Link at: [Criminal Records Checks and Abuse Checks](#) OAR 407-007-0200 to 407-007-0370 Effective 12/17/2021 (permanent rules)

- These rules cover criminal records checks and abuse checks for individuals and facilities licensed, certified or regulated by ODHS for positions such as home care workers, long-term care facility volunteers and staff, adult foster home providers and caregivers, and staff and volunteers of private licensed child caring agencies
- Please note, since 9/27/2019, there are timeframes for how long convictions are considered potentially disqualifying; this [flyer](#) provides a list of potentially disqualifying convictions and conditions.
- If a subject individual has one or more PDQs, ODHS|OHA must conduct a weighing test. See this [weighing test flyer](#) to understand what ODHS|OHA considers. This flyer can help you plan materials to provide ODHS|OHA in a background check request. Any details and additional documents you provide for the weighing test help ODHS|OHA make an informed fitness determination.
- BCU has made all rules which has been temporary since 6/25/2021 now permanent. In addition, BCU is currently review other rules for any needed grammar or language corrections.

14. SUBRECIPIENT agrees to allow COUNTY to include information on Center availability, address, and volunteer needs in media releases and websites, including, but not limited to 211, the COUNTY website, and through social media, such as, but not limited to, Facebook and Next Door.

15. SUBRECIPIENT must submit to COUNTY written approval to open and operate as an Extreme Weather or Smoke Shelter site (including occupancy certification) from the local fire marshal and the jurisdiction with

permitting authority. SUBRECIPIENT must comply with Clackamas COUNTY and the Fire Marshall requirements. Regardless of the term of SUBRECIPIENT's Agreement with COUNTY, sites may only be used as a temporary shelter for the period of time permitted by the jurisdiction with permitting authority, including Fire District or Fire Marshall permit or requirements. SUBRECIPIENT is responsible to request/apply for any permits/extensions by the authority having jurisdiction.

16. In addition, SUBRECIPIENT must adhere to COVID-19 social distancing, mask wearing requirements, and safety protocol, and guidelines issued by State of Oregon, Oregon Housing and Community Services, Oregon Health Authority, Center for Disease Control, and any other requirements by local authorities such as Clackamas COUNTY Public Health. A walk-through by Clackamas COUNTY Public Health officials, or any other requirements deemed essential by COUNTY, may be required.

Guidelines include the following, and will also be shared by COUNTY with SUBRECIPIENT.

- i. CDC has guidance for Homeless Service Providers to plan and respond to COVID

<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>

- ii. Multnomah COUNTY shelters COVID precautions

<https://www.multco.us/novel-coronavirus-covid-19/covid-19-guidance-shelter-settings>

If SUBRECIPIENT is unable to follow guidance, COUNTY must be contacted immediately to consult with COUNTY Public Health.

SUBRECIPIENT will work with COUNTY to develop plan for alternative shelter referral to be used for symptomatic and COVID positive shelter guests.

17. SUBRECIPIENT may choose to operate on days/nights that are not approved by COUNTY for opening, provided all required permitting is valid, but organizations will not receive reimbursement from the COUNTY for those days/nights.

**Additional requirements specific to Warming Center Openings. Annually the period that SUBRECIPIENT shall open when conditions below are met is November 1 to April 15.**

18. **Warming Centers must provide a minimum of two staff or volunteers during all hours of operation.** If more than 30 guests are on site, from the hours of 6pm to 10pm, additional volunteer or staff are strongly recommended to provide safety for all guests, staff and volunteers. From hours of 10pm to 7am volunteers or staff will provide fire watch and safety check requirements. SUBRECIPIENT shall require staff and volunteers to document shift times to show minimum requirement was met on Sign-in Sheets.
19. Warming Centers must be activated (and this may occur without prior conversation with the Clackamas COUNTY Social Services (CCSS) Director or Program Manager) on nights when the actual temperature, including wind chill, is predicted (between the hours of 10 AM and 12 noon) to be **33 Degrees Fahrenheit or below, including wind chill factor**, by the National Weather Service at the link provided below.

Warming Day shelter services must be activated (and this may occur without prior conversation with the CCSS Director or Program Manager) on days when the actual temperature, including wind chill, is

**predicted to not rise above 33 Degrees Fahrenheit, including wind chill factor**, by the National Weather Service at the link provided below.

<https://forecast.weather.gov/MapClick.php?w0=t&w2=wc&w3=sfcwind&w3u=1&w4=sky&w5=pop&w6=rh&w7=rain&w8=thunder&w9=snow&w10=fzg&w11=sleet&w13u=0&w16u=1&AheadHour=0&Submit=Submit&FcstType=graphical&textField1=45.2605&textField2=-122.6929&site=all&unit=0&dd=&bw=>

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

20. Warming Centers must open by 6 PM and stay open through at least 7 AM. Hot beverages and sleeping mats or cots must be available to every guest, and warming center facilities must be heated and have restrooms available.

Day shelters must open by the time the overnight shelter closes, and must remain open until at least 6PM. Hot beverages must be available to every guest, and day shelter facilities must be heated and have restrooms available. Day shelter will be paid based on the COUNTY confirmed number of individuals in the warming center the previous night. Day shelter is opened as described and as authorized by COUNTY in Exhibit A, but during the daytime.

21. Warming centers shall send a single e-mail to COUNTY and 211 Info staff and other contacts below between 10:00 a.m. – 12pm the day of a Warming Center activation as notification that the warming center will be open that night, and shall provide notification through the same email method prior to 7am on the same day of day shelter services being activated.

SUBRECIPIENT may look at prediction for opening day shelter from 8pm – 11pm on the previous night, and has flexibility to also check predictions prior to 7am when day shelter is required to open. However, once the email notification of opening for day shelter has been sent out, SUBRECIPIENT is expected to open for day shelter services, even if the weather prediction for day shelter changes and does not meet the wind chill threshold after the email announcement is sent.

22. The email distribution list will be provided to SUBRECIPIENT at Agreement execution and at the start of each warming center season. SUBRECIPIENT must directly notify local Fire and jurisdiction contacts as required by those authorities.

If allowed by the jurisdiction with permitting authority and Local Fire, SUBRECIPIENT may choose to operate on nights that are not approved by COUNTY for opening warming centers, but organizations will not receive reimbursement from the COUNTY for those nights.



**Additional requirements specific to Cooling Shelter Openings. Annually the period that SUBRECIPIENT shall open when conditions below are met is June 1 to October 31:**

23. Cooling Centers will open to the general public from **Noon to 8pm** on all days when the National Weather Service (NWS) has declared that any of the Regions below will be under an **Excessive Heat Watch or Warning** at: <https://www.weather.gov/portland>
- Region: OR006 Portland Metro Area
  - Region: OR007 Central Willamette Valley
  - Region: OR010 North Oregon Cascade Foothills
  - Region: OR011 North Oregon Cascades

SUBRECIPIENT shall check the above website between 8am-10am. **SUBRECIPIENT must announce opening by 10am** through the COUNTY email distribution list, and must directly notify local Fire and jurisdiction contacts as required by those authorities. The email shall be sent the same day of Cooling Center activation as notification that the Center will be open, and SUBRECIPIENT shall provide notification through the same email method prior to 8pm if overnight services are activated.

The email distribution list will be provided to SUBRECIPIENT at Agreement execution and at the start of each season. Once the email notification of opening has been sent out, SUBRECIPIENT is expected to remain open for services, even if the condition to open changes and is not met after the email announcement is sent.

If any of the Regions above are listed as being under an Excessive Heat Watch or Warning after 10am, after SUBRECIPIENT has already checked the conditions at the website above on the same day, SUBRECIPIENT will have the option of opening the site for reimbursement.

24. SUBRECIPIENT shall check NWS website for Special Weather Statements and Advisories that may lead up to the issuance of an Excessive Heat Watch or Warning: <https://www.weather.gov/portland>

The map and legend at the link above will show if there are any alerts and the type or will state if there are no alerts at this time. If there is an Excess Heat Watch or Warning, SUBRECIPIENT can select the label in the map legend to determine if any of the 4 Regions (NWS Public Forecast Zones) present in Clackamas COUNTY are affected: <https://www.weather.gov/wwamap/wwatxtget.php?cwa=pqr&wwa=all>

25. If the Excessive Heat Watch/Warning extends past 8 PM, COUNTY will provide an additional per person reimbursement for each guest who accesses overnight shelter. **Overnight hours: 8pm to 8am.**
26. Cooling centers may also be activated when weather conditions do not meet the criteria above after consultation and approval by either the Clackamas COUNTY Social Services Director or Program Manager.
27. Cold beverages must be available to every guest, and facilities must be air conditioned and have restrooms available.
28. **Cooling Centers must provide a minimum of two staff or volunteers during all hours of operation.** If more than 30 guests are on site, from the hours of 6pm to 10pm, additional volunteer or staff are strongly recommended to provide safety for all guests, staff and volunteers. If overnight is opened, the hours of 10pm to 7am volunteers or staff will provide fire watch and safety check requirements. SUBRECIPIENT shall require staff and volunteers to document shift times to show minimum requirement was met on Sign-in Sheets.
29. SUBRECIPIENT will be paid on a per-person per day basis for days that a cooling center is open under the authorization of Clackamas County, up to an amount not to exceed the total contracted budget. Occupancy cannot exceed the established occupancy guidelines for the site.

If allowed by the jurisdiction with permitting authority and Local Fire, SUBRECIPIENT may choose to operate on days or nights that are not approved by COUNTY for opening, but SUBRECIPIENT will not receive reimbursement from the COUNTY for those days or nights.

**Additional requirements specific to Smoke Shelter Openings. Annually the period that SUBRECIPIENT shall open when conditions below are met is June 1 to October 31:**

30. Smoke Centers will open to the general public from **Noon to 8 PM** when the **Air Quality Index (AQI)** reaches the **“Unhealthy (151-200)” level or higher in any zip code that is within 10 miles of the location of the Center.** The AQI can be found at: <https://www.airnow.gov/>

SUBRECIPIENT can enter the zip code into the search bar. If the **‘PM2.5 AQI’** measurement reaches the **“Unhealthy (151-200)” level or higher** in any zip code that is within 10 miles of the location of the Center, the condition is met for the Center to open. Zip codes specific to SUBRECIPIENT are:

ZIP CODE	NAME
97002	Aurora
97004	Beavercreek
97013	Canby
97020	Donald
97027	Gladstone
97032	Hubbard
97034	Lake Oswego
97035	Lake Oswego
97038	Molalla
97042	Mulino
97045	Oregon City
97062	Tualatin
97068	West Linn
97070	Wilsonville
97071	Woodburn
97132	Newberg
97137	Saint Paul
97140	Sherwood
97224	Portland
97267	Portland

SUBRECIPIENT shall check the above website between 8am-10am. **SUBRECIPIENT must announce opening by 10am** through COUNTY email distribution list, and must directly notify local Fire and jurisdiction contacts as required by those authorities. The email shall be sent the same day of Smoke Center activation as notification that the Center will be open, and SUBRECIPIENT shall provide notification through the same email method prior to 8pm if overnight services are activated.

The email distribution list will be provided to SUBRECIPIENT at Agreement execution and at the start of each season. Once the email notification of opening has been sent out, SUBRECIPIENT is expected to remain open for services, even if the condition to open changes and is not met after the email announcement is sent.

If the **‘PM2.5 AQI’** measurement reaches the **“Unhealthy (151-200)” level or higher** in any of the Zip Codes listed after 10am, after SUBRECIPIENT has already checked the conditions at the <https://www.airnow.gov/> website on the same day, SUBRECIPIENT will have the option of opening the site for reimbursement.

If there is no time period issued at <https://www.airnow.gov/> for the ‘Unhealthy’ level duration, SUBRECIPIENT shall check the AQI measurement again between 6pm and 8pm to determine if the site should remain open for overnight shelter.

31. If the Unhealthy Air Quality extends past 8 PM, COUNTY will provide an additional per person reimbursement for each guest who accesses overnight shelter. **Overnight hours: 8pm to 8am.**
32. COUNTY may direct sites to open under other conditions. Alternate opening can be negotiated with unusual circumstances, but must be pre-approved by COUNTY prior to site opening.
33. Cold beverages must be available to every guest, and facilities must be air conditioned and have restrooms available.
34. **Smoke Centers must provide a minimum of two staff or volunteers during all hours of operation.** If more than 30 guests are on site, from the hours of 6pm to 10pm, additional volunteer or staff are strongly recommended to provide safety for all guests, staff and volunteers. If overnight is opened, the hours of 10pm to 7am volunteers or staff will provide fire watch and safety check requirements. SUBRECIPIENT shall require staff and volunteers to document shift times to show minimum requirement was met on Sign-in Sheets.
35. SUBRECIPIENT will be paid on a per-person per day basis for days that a smoke center is open under the authorization of Clackamas County, up to an amount not to exceed the total contracted budget. Occupancy cannot exceed the established occupancy guidelines for the site.
36. If allowed by the jurisdiction with permitting authority and Local Fire, SUBRECIPIENT may choose to operate on days or nights that are not approved by COUNTY for opening, but SUBRECIPIENT will not receive reimbursement from the COUNTY for those days or nights.

**EXHIBIT B  
 SUBRECIPIENT PROGRAM BUDGET**

The SUBRECIPIENT is eligible for an amount not to exceed **Fifty-Five Thousand and Five Dollars (\$55,005)** for the following periods:

- Cooling Shelter openings: annually, the period of June 1 to October 31**  
**Smoke Shelter openings: annually, the period of June 1 to October 31**  
**Warming Shelter opening: annually, the period of November 1 to April 15**

Prior to opening under the conditions specified in Exhibit A, SUBRECIPIENT will provide documentation to COUNTY of all local fire and jurisdiction permits, inspections, and any extensions. COUNTY will determine documents are valid and for the time periods above, prior to SUBRECIPIENT opening.

Invoices for HMIS Licenses/fees, Damages and Mental Health First Aid Training may be submitted outside the annual periods above, provided submittal is still in compliance with the Agreement and direction of COUNTY.

COUNTY Program Manager or Grant Manager may approve adjustments to budget line item amounts and encumbrance line adjustments between funding provided the maximum grant amount is not exceeded.

A. TABLE: Budget Detail

Budget Category	Description/Rate or Amount	Total Budget	Amount from OOTC	Amount from CGF
Warming Bednights and Day Shelter	Warming Night: If either no guests, or 10 or less guests, minimum 10 bednights (\$350) payment. If guests exceed 10, \$35 per COUNTY confirmed individual.  Warming Day: \$35 per COUNTY confirmed individual based on the number of individuals in the warming center the previous night.	\$50,505	\$45,455	\$5,050
Cooling & Smoke Day and Night Shelter	Cooling and Smoke Day: If either no guests, or 10 or less guests, minimum 10 bednights (\$350) payment. If guests exceed 10, \$35 per COUNTY confirmed individual.  Cooling and Smoke Night: Based on actuals. \$35 per COUNTY confirmed individual.			
HMIS Licenses	Reimbursement of actual expense charged by Clackamas COUNTY Community Development	\$2,000	\$2,000	0
Damages	Cost-reimbursement up to \$1,000 toward the property damage deductible of each claim of damage to the Center, not to exceed the total amount of their deductible	\$1,000	\$1,000	0
Mental Health First Aid Training	\$250 paid to SUBRECIPIENT for each staff who provides a certificate of completion for attending a Mental Health First Aid training	\$1,500	\$1,500	0
Maximum Grant Amount		\$ 55,005	\$49,955	\$5,050

- B. Unless otherwise specified, SUBRECIPIENT shall submit monthly invoices for Work performed. All per person per night or day shelter payments are contingent upon timely, accurate and complete data collection and reporting. Completed HMIS data and sign in sheets are due no later than the 10th of the month following the month services were provided. Invoices are due no later than the 15th, of the month following the month services were provided. Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by COUNTY Agreement Administrator.
- C. If SUBRECIPIENT fails to present invoices in proper form by the 15th of the month following the month services were provided, SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor. Invoices for services in the month of June (if applicable) will be due no later than July 10 to meet COUNTY fiscal year deadlines. Payments shall be made to SUBRECIPIENT following the COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice. Invoice template to be provided to SUBRECIPIENT by COUNTY.
- D. If reimbursement is requested for HMIS licensing and fees, the invoice shall include backup documentation to substantiate the expenses, such as the invoice from the COUNTY Community Development division.
- E. Reimbursement by COUNTY will be within 30 days of receipt of COUNTY-verified invoice, including required data and backup documentation.
- F. The SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Agreement **June 1, 2022** under the severe weather conditions described in Exhibit A. Reimbursement shall not occur until the COUNTY has a fully executed Agreement.
- G. **Warming Night.** SUBRECIPIENT will be paid a rate of \$35.00 per COUNTY-confirmed guest per authorized warming severe weather night up to the Agreement maximum and will not exceed the maximum capacity permitted by local Fire and/or Health Department. If either no guests, or 10 or less guests, arrive during a severe weather night, COUNTY will pay SUBRECIPIENT for a minimum of 10 beds. However, COUNTY will pay SUBRECIPIENT the actual number of COUNTY-confirmed beds if guests exceed 10. In addition, should any nights occur when no beds are occupied, COUNTY must be notified within 12 hours of shelter closure. If a warming center is open three nights (consecutive or non-consecutive) and no individuals seek shelter, the bed services may be reduced or the Agreement terminated at COUNTY's discretion.
- H. **Warming Day.** SUBRECIPIENT will be paid at a rate of \$35.00 per COUNTY-confirmed guest per authorized day shelter up to the Agreement maximum and will not exceed the maximum capacity permitted. Warming day shelter will be based on the COUNTY-confirmed number of individuals in the warming center participating in day shelter.
- I. **Cooling and Smoke Day.** SUBRECIPIENT will be paid a rate of \$35.00 per COUNTY-confirmed guest per authorized cooling or smoke day up to the Agreement maximum and will not exceed the maximum capacity permitted by local Fire and/or Health Department. If either no guests, or 10 or less guests, arrive during a severe weather night, COUNTY will pay SUBRECIPIENT for a minimum of 10 beds. However, COUNTY will pay SUBRECIPIENT the actual number of COUNTY-confirmed beds if guests exceed 10. In addition, should any days occur when no beds are occupied, COUNTY must be notified within 12 hours of shelter closure. If a cooling or smoke site is open three nights (consecutive or non-consecutive) and no individuals seek shelter, the bed services may be reduced or the Agreement terminated at COUNTY's discretion.

- J. **Cooling and Smoke Night.** SUBRECIPIENT will be paid at a rate of \$35.00 per COUNTY-confirmed guest per authorized day shelter up to the Agreement maximum and will not exceed the maximum capacity permitted. Cooling and smoke night shelter will be based on the actual COUNTY-confirmed number of individuals in the shelter for the night. SUBRECIPIENT must provide a Sign-In Sheet to show actual guests present for both the Cooling and Smoke nights.

## EXHIBIT C

### SUBRECIPIENT PERFORMANCE REPORTING

SUBRECIPIENT agrees to report data as outlined below to the COUNTY:

- A. Enter guest count data for warming nights by 8am the next morning and enter guest count data for cooling and smoke day opening by 8am following the morning of opening as indicated on online shared Google Document Sheets, to be provided by COUNTY.
- B. 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 participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by COUNTY.
  - b. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. 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.
  - c. Collect, at minimum, universal data elements which include demographic information on all guests experiencing homelessness and housed guests at entry and Re-Entry for warming, cooling and smoke openings.
    - i. A Sign-in sheet must be completed each night SUBRECIPIENT is open for warming.
    - ii. For cooling and smoke shelter, two separate Sign-in sheets must be completed: one for guests staying during the day and one Sign-in sheet for guests that stay overnight, but the HMIS data will only need to be entered one time per 24 hour period.
    - iii. For guests experiencing homelessness, a HMIS Entry form shall be completed for each client on their first night of stay for warming and on the first day of stay for cooling or smoke. Clients should complete the Entry form only once per client. On subsequent stays at the sites during the Agreement term, repeat clients must complete the HMIS Data Re-Entry form.
    - iv. Staff or trained volunteers must review all HMIS forms for completeness and legibility, and COUNTY's preference is that guests be assisted by site staff in completion of each required form to understand the questions being asked.
    - v. For housed guests, COUNTY will provide SUBRECIPIENT a Housed Guest data collection form to be completed by guests. SUBRECIPIENT shall first ask if the guest is housed to determine whether the HMIS forms (guests experiencing homelessness) or a Housed Guest data collection form (housed guest) is appropriate for guest to complete. Housed Guest data will not be entered into HMIS but shall have complete information to be reimbursable.
  - d. Use COUNTY's approved, secure email system to submit invoices and Sign-in sheets, and Housed Guest forms. HMIS Entry and Re-Entry forms do not need to be submitted electronically, but must be retained by SUBRECIPIENT as noted above, and may be requested for additional invoice verification by COUNTY.
  - e. Collect and retain copies of invoices, Sign-in sheets, and HMIS Entry and Re-Entry, and Housed Guest paper forms in a secure, locked location for required monitoring by

COUNTY. Template forms for invoice, Sign-in sheets, and HMIS Entry and Re-Entry will be provided to SUBRECIPIENT by COUNTY.

- f. Attend meetings and HMIS training hosted by COUNTY.
- g. Enter into an agreement with COUNTY Community Development division for access to HMIS, see **Exhibit M**.
- h. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software. SUBRECIPIENT is required to maintain all Sign-in sheets, HMIS forms, and Housed Guest forms, in a locked file on site for audit and monitoring by COUNTY and OHCS regardless of electronic or hardcopy collection.
- i. Review HMIS data and Sign-in sheets prior to electronic entry into HMIS software and make every effort to collect data that is legible and complete. Data that COUNTY determines is incomplete will not be reimbursed.
- j. Shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.



**EXHIBIT D**  
**REQUEST FOR REIMBURSEMENT (INVOICE)**

COUNTY will provide Request for Reimbursement (Invoice) form to SUBRECIPIENT after Agreement execution.

Notice of Funding Opportunity application incorporated by reference.

## **MASTER GRANT AGREEMENT 21-23 #7005**

### **INTRODUCTION**

This **2021-23 Master Grant Agreement #7005** (this "Agreement" or "MGA") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Department" and **Clackamas County, acting by and through its Health, Housing and Human Services Department**, hereinafter referred to as "Subgrantee".

### **RECITALS**

- A. Oregon Revised Statute ("ORS") chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;

### **AGREEMENT**

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals, the Implementation Report (as later defined), the Notice or Notices of Allocation (NOAs) (as later defined), and the Exhibits hereto are incorporated into this Agreement by reference, except that the Recitals, the Implementation Report, the NOAs, and the Exhibits do not modify this Agreement's express provisions.
2. **Effective Date and Duration.** When all parties hereto have executed this Agreement, and all necessary approvals have been obtained (the "Executed Date"), this Agreement is effective and has a funding start date of **July 1, 2021** (the "Effective Date"). Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2023**.
3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$31,747,027.00** (the "Grant Funds"). The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Program periods, funding formulas, or otherwise as applicable.
4. **Grant Managers.**
  - 4.1. OHCS Grant Managers:

Mike Savara, Assistant Director of Homeless Services  
725 Summer Street NE, Suite B  
Salem, OR 97301  
Phone: (503) 931-5944  
Email: [Mike.Savara@oregon.gov](mailto:Mike.Savara@oregon.gov)

Laura Lien, Assistant Director of Homeless Services  
725 Summer Street NE, Suite B  
Salem, OR 97301

## **MASTER GRANT AGREEMENT 21-23 #7005**

Phone: (503) 580-9335

Email: [Laura.Lien@oregon.gov](mailto:Laura.Lien@oregon.gov)

Tim Zimmer, Assistant Director of Energy and Weatherization Services

725 Summer Street NE, Suite B

Salem, OR 97301

Phone: (503) 986-2067

Email: [Tim.Zimmer@oregon.gov](mailto:Tim.Zimmer@oregon.gov)

4 2. Subgrantee's Grant Manager is:

Jessica Diridoni

2051 Kaen Rd, PO Box 2950

Oregon City, OR 97045

Phone: (503) 894-0968

Email: [JDiridoni@clackamas.us](mailto:JDiridoni@clackamas.us)

5. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all Exhibits and Attachments
- Exhibit A – Definitions;
  - Implementation Report Attachments (as applicable)
  - Program Elements (as applicable)
- Exhibit B - Standard Terms and Conditions
- Exhibit C – Special Provisions
- Exhibit D - Federal Assurances
- Exhibit E - Oregon State Historic Preservation Office Agreement

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

6. **DIVERSITY, EQUITY AND INCLUSION.** Building Community Action Agency organizational capacity to provide inclusive services to diverse constituencies is a first step to ensure equitable and culturally responsive services for all Oregonians in need. OHCS and subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provision. OHCS commits to creating a system to analyze OHCS-funded programs and remove identified barriers to accessing opportunities within those programs.

7. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate

## **MASTER GRANT AGREEMENT 21-23 #7005**

against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>;

E. Subgrantee has sufficient staffing and operation capacity to expend the Grant Funds;

F. Subgrantee acknowledges that OHCS reserves the right to reduce Subgrantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other eligible providers with the goal of minimizing service disruption and ensure funds are utilized; and

G. Subgrantee is bound by and will comply, and require its subrecipients to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this Agreement.

*[Signature Page Follows]*

**MASTER GRANT AGREEMENT 21-23 #7005**

**SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THE AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Authorized Signature:  Date: 8/5/2021

Name (Print): Tootie Smith Title: Board Chair

Telephone Number: 503-655-8581 E-Mail Address: bcc@clackamas.us

DUNS #: 096992656

Fiscal Contact Name (Print): Jennifer Snook Title: Management Analyst Senior

E-Mail Address: Jennifersno@clackamas.us Phone #: 503-655-8760

**8. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.**

State of Oregon acting by and through its  
Housing and Community Services Department  
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature:  Andrea Bell 8/9/2021  
Margaret Solle Salazar, Director or designee Date

**DEPARTMENT OF JUSTICE**

Approved for Legal Sufficiency by: Hannah P. Fenley, pursuant to OAR 137-045-0015(3), June 16, 2021

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Definitions**  
**July 1, 2021**

**Definitions**

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations, and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

<b>Word/Phrase</b>	<b>Program Applicability:</b>	<b>Meaning</b>
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low-income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Crisis assistance”	EAS-CRF	Means the bill payment assistance provided to low-income households for crisis situations such as supply shortages or other situations as described in the energy assistance operations manual.

"Culturally Specific Organization"	All Programs	Means an entity that provides services to a cultural community and the entity has the following characteristics: <ul style="list-style-type: none"> <li>(a) Majority of members and/or clients are from a particular community of color;</li> <li>(b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services;</li> <li>(c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served;</li> <li>(d) The entity has a track record of successful community engagement and involvement with the community being served; and</li> <li>(e) The community being served recognizes the entity as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.</li> </ul>
"Deferral"	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.
"Department" or "OHCS"	All Programs	Means the Housing and Community Services Department for the state of Oregon.
"DHS"	HSP	Means the Department of Human Services for the state of Oregon.
"Disallowance of Costs"	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: <ul style="list-style-type: none"> <li>a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or</li> <li>b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or</li> <li>c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.</li> </ul>
"DOE"	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
"Elderly Household"	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.



“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low-income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, SHAP, ESG-CV	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Express Enrollment”	EAS-CRF	Means if an applicant household includes one person enrolled in one of the specified programs and provides documentation of their current enrollment in said program, the household will be eligible for this energy assistance stability program.
“Extremely low income”	EHA, ERA, ESG, HTBA, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.

“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Home energy supplier”	EAS-CRF	Means any electric or natural gas utility.
“Homeless”	EHA, ERA, ESG, HSP, SHAP, ESG-CV	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, , SHAP, ESG-CV	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, EAS-CRF	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single-family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS-approved implementation plan for the use of program funds with respect to applicable program elements. Implementation Reports may be submitted by the Subgrantee and approved by OHCS after the Effective Date of this Agreement at OHCS’s discretion.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-income household”	CSBG	Means a household with an annual household income at or less than 200% of the federal poverty guidelines or the maximum as assigned by HHS-ACF-OCS.
“Low-income household”	EHA, ERA, ESG, HTBA, SHAP, ESG-CV	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 250% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a household with income that is at or below 200% of the federal poverty level.

“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Low-income household”	C19-RENTAL RELIEF (CARES ACT); EAS-CRF	Means a household with income that is at or below 80% of area median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF (CARES ACT), EAS-CRF, ESG-CV	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.

“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “sub-grantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, ESG-CV	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF (CARES ACT)	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal

		improvements such as wall, attic, and floor insulation.
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**EXHIBIT B**

**STANDARD TERMS AND CONDITIONS**

**I. Disbursement of Grant Funds; Allowable Costs.**

**1.1 Disbursement**

**1.1.1 Funding Availability.** Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

**1.1.2 Implementation Report.** OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

**1.1.3 Notices of Allocation (NOAs).** Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

**1.1.4 Federal Funding Terms.** Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

**1.1.5 Backup Documentation; Substantiation.**

**1.1.5.1** Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

**1.1.5.2** Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

**1.1.5.3** Approval by OHCS. OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

**1.2 Conditions Precedent to Disbursement.** OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

**1.2.1** OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

**1.2.2** No default as described in Section 12 of this Exhibit B has occurred; and

**1.2.3** Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**1.3 Advances and Reimbursement of Grant Funds.**

**1.3.1 Generally.** Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

**1.3.2 Advance of Funds (Projected).** Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

**1.3.3 Reimbursement of Funds.** When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

**1.4 Disallowance of Costs.**

**1.4.1** OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

**1.4.2** If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.3** If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.4** Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

**1.5 Unallowable Costs and Lobbying Activities.** Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR

Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

**1.6 No Duplicate Payments.** Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a cost not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

**1.7 Suspension of Funding and Project.** OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

## **2. Nonexclusive Remedies Related to Funding.**

**2.1 Spending Down and Reallocation Policy.** All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

### **2.1.1 Minimum Spending Targets:**

- At 25% through expenditure period, at least 10% of the funding must be spent
- At 50% through expenditure period, at least 25% of the funding must be spent
- At 75% through expenditure period, at least 65% of the funding must be spent
- At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding source's total allocation or a combined total of \$100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

**2.2 OHCS and Subgrantee Collaboration to Cure.** When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

### **2.3 Subgrantee Board and Housing Stability Council Notification Protocols.**

**2.3.1 Board Notification.** OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.



**2.3.2 Housing Stability Council Notification.** If all efforts to retain funding in Subgrantee's intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

**2.4 Withholding, Retention, and Redistribution of Grant Funds.**

**2.4.1 Withholding.** OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

**2.4.2 Retention or Redistribution of Grant Funds.**

**2.4.2.1 Due to Non-Timely Use.** If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.2.2 Due to Substantial Difference.** If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

**2.4.3 Repayment of Excess Disbursed Funds.**

**2.4.3.1 Due to Modified NOA.** If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.2 Due to Overpayment.** If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.3 Return of Unexpended Funds.** Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

**3. Rollover Funds From a Prior Grant Agreement.**

**3.1** Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" grant funds.

**3.2** Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

**4. Online Systems.**

**4.1** Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the "Sites") at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

**4.2 Sites' Terms and Conditions.** As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

**4.3 Local Data Collection.** Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

**4.4 Data Rights.** Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

**4.5 Disclaimer of Warranties.** Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

**4.6 Limitation of Liability.** Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

**4.7 Indemnification.** Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

**5. Fixed Assets.** If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

**5.1 High Risk Items.** Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

**5.2 Equipment.** The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

**5.3 Insurance.** Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

**5.4 Loaned Equipment / Property Disposition.** All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

**5.5 Disposal Requiring Prior Approval.** When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

**5.5.1** Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

## **6. Compliance and Monitoring.**

### **6.1 Compliance.**

**6.1.1** Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

**6.1.2** Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

**6.1.3** Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders 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, 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) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

### **6.2 OHCS to Monitor Subgrantee.**

**6.2.1** OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

**6.2.2** OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

**6.2.3** OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

**6.2.4** OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

**6.2.5** OHCS may require Subgrantee to perform some level of random audit of Program applications.

**6.2.6** OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

**6.3 Subgrantee to Fully Cooperate.** Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

#### **6.4 Subgrantee to Monitor Its Subrecipients.**

**6.4.1** At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

**6.4.2** Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

#### **6.5 OHCS Findings and Reports.**

**6.5.1 Monitoring Visits; Reports.** During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

**6.5.2 Ongoing Monitoring.** OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

### **7. Representations and Warranties.**

**7.1 Organization / Authority.** Subgrantee represents and warrants that:

**7.1.1** Subgrantee is duly organized and validly existing in the State of Oregon;

**7.1.2** Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

**7.1.3** This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

**7.1.4** If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and  
**7.1.5** There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

**7.2 False Claims Act.** Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

**7.3 No Limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

## **8. Confidentiality.**

**8.1** Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

**8.2** Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

**9. Insurance Requirements.** Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than \$500,000.00. In no event shall Automotive insurance coverage be less than \$500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers' liability insurance coverage limits of not less than \$500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

## **10. Subgrantee Status and Certifications.**

**10.1** Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

**10.2** Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

**10.3** Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

**10.4** Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

**10.5** Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

**10.5.1** Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

**10.5.2** Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

**10.5.3** Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 10.5.2 of this Exhibit B above;

**10.5.4** Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

**10.5.5** Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

**11. Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. **SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.**

## **12. Default.**

**12.1 Subgrantee.** Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

**12.1.1** Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

**12.1.2** Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

**12.1.3** Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

**12.1.4** A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

**12.2 OHCS.** OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

## **13. Remedies.**

### **13.1 OHCS Remedies.**

**13.1.1** In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

**13.1.2** Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

**13.1.3 No Waiver.** No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

**13.1.4 Survival.** Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

**13.2 Subgrantee Remedies.** In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

#### **14. Termination.**

**14.1 Mutual.** This Agreement may be terminated at any time by mutual written consent of the Parties.

**14.2 By OHCS.** OHCS may terminate this Agreement as follows:

**14.2.1** At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

**14.2.2** Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

**14.2.3** Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

**14.2.4** Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

**14.3 By Subgrantee.** Subgrantee may terminate this Agreement as follows:

**14.3.1** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

**14.3.2** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

**14.3.3** Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

**14.4 Cease Activities.** Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

#### **15. Miscellaneous.**

##### **15.1 Conflict of Interest.**

**15.1.1 Generally.** By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement

and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

**15.1.2 Conflict of Interest Policy and Reporting.** A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

**15.2 Nonappropriation.** OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

### **15.3 Amendments.**

**15.3.1** OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

**15.3.2** Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

**15.3.3** All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

**15.4 Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

**15.5 Required Notifications to OHCS.** In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

**15.6 Survival.** All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**15.7 Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

**15.8 Severability.** The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**15.9 Execution in Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**15.10 Indemnity.** Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,



defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

**15.11 Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

**15.12 Compliance with Law.** In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

**15.13 No Third-Party Beneficiaries.** OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**15.14 Assignment and Successors.** Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**15.15 Contracts and Subgrants.** Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

**15.16 Time of the Essence.** Time is of the essence in the performance of this Agreement.

**15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

**15.18 Records Maintenance and Access.** Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

**15.9 Audits.**

**15.19.1 OHCS Required Audits.** As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

**15.19.2 Federal Audits.** If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

**15.20 Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**15.21 Agreement Documents.** This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

**15.22 Merger.** This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**15.23 Waiver.** No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**15.24 Diversity, Equity, and Inclusion.** OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

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**MASTER GRANT AGREEMENT 2021-23**

**EXHIBIT C**

**SPECIAL PROVISIONS**

**1. Procurement.**

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

**a. Contracts for Goods and Services.**

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law.  
[http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login).
2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:
  - a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.
  - b. Comply with Exhibit B, Section 5, Fixed Assets.

**b. Construction Contracts.**

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.
2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, <https://www.oregon.gov/ceb/Pages/index.aspx>

**2. Wage Determinations.**

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; [www.wcol.gov](http://www.wcol.gov); and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (PWRL) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

### **3. Emerging Small, Minority, Women-Owned Business Objectives.**

It is an important business objective of OHCS to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. <https://oregon4biz.diversitysoftware.com/>

### **4. Subrecipient Agreements (Subawards).**

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

- a. The services or benefits that the Subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).
- c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.
- d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

### **5. Subgrant or Contractual Determination.**

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

**a. Use of Judgment in Making Determination.**

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

**b. Applicability to For-profit Subrecipients.**

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

**c. Compliance Responsibility for Contractors.**

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

**6. Responsibility for Work.**

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

**7. Implementation Report(s) and Budget(s).**

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

**8. Maintenance of Programmatic Capacity and Non-Compliance.**

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

**9. Financial Integrity.**

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

- a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.
- b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:
  - 1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.
  - 2. In payment of eligible activities or services performed under this Agreement.
  - 3. In payment of services performed or supplies delivered during the applicable Program Element period;
  - 4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and
  - 5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.
- c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.
- d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:
  - 1. An agreement that complies with the requirements of this Agreement.
  - 2. Documentation of the non-profit status of the subrecipient; and
  - 3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.
  - 4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.
- e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:
  1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.
  2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.
  3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.
- f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

#### **10. Programmatic Integrity**

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.

Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

#### **11. Reporting**

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.

FSRs (Financial Status Reports) are due to OHCS on the 20<sup>th</sup> of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

**12. Eligibility Determination.**

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit F, Program Element, General Terms and Conditions**

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Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Assure that program funds are used only for program services consistent with program requirements.
- 2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 4) Serve only households whose eligibility has been determined in compliance with program requirements.
- 5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
  - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
  - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
  - d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
  - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 20**  
**Winter Shelter Investment – Out of the Cold (WSI-OOTC)**

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**1. Description.** The Winter Shelter Investment- Out of The Cold (WSI-OOTC) is \$10 Million of state general funds that were allocated through House Bill 5011 in the 2021 Legislative Session. OHCS has elected to use this investment to support the sheltering needs of homeless Oregonians by providing infrastructure, operation and service support for emergency shelters and the supportive services directly related to them. WSI-OOTC funds are available for six program service components: street outreach; emergency and transitional shelter operations, shelter resident financial assistance; acquisition, rehabilitation or conversion of a shelter facility; and data collection.

**2. Scope of Work.**

A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients, comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its Implementation Report as approved by OHCS and supplemented herein, together with applicable program requirements including ORS 458.505 to 458.545. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B. Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.

2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements, if applicable to services being provided, and department program requirements.

3) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's Implementation Report.

4) Administer the program in coordination and partnership with a Culturally Specific Organization or Federally Recognized Tribal Government as defined in Exhibit A, Definitions.

**3. Program Specific Reporting**

A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to, submit to the satisfaction of OHCS all reports as required in this Agreement. Subgrantee may request a reporting deadline extension when necessary.

B. Reports submitted shall include:

1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Jan 21, April 21, July 21).

C. Subgrantee shall provide additional reports as needed or requested by OHCS.

**4. Performance Measures.**

Subgrantee shall, and shall case and require its subrecipients to contract, administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants (excluding those who are only receiving severe weather or winter warming services) who reside in permanent housing at time of exit from the program or project funded by the program.

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## **Local Guidance for COVID Social Distanced Congregate Shelters/Warming Centers**

Oregon Housing & Community Services & Oregon Health Authority additional guidance:

[https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/le2256\\_r.pdf](https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/le2256_r.pdf)

This document is not meant to replace the more comprehensive guidance offered by the CDC or local public health/homeless housing specialists. It cannot be guaranteed that even with strict protocols, congregate shelters will remain COVID free. However, this guidance is intended to provide up to date, science based information that can be used to inform operating procedures. It is also important to note that links are given instead of documents, as the science around COVID continues to evolve and from time to time may inform updates to the information contained in the links referenced.

Clackamas County Public Health recommends that all non-congregate warming center or shelter providers review and follow the CDC guidance for set-up and operation of the shelter during the duration of the pandemic. Comprehensive CDC guidance can be found:

<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/index.html>

COVID safety training for shelter workers:

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community/Homeless-Shelter-Worker-Training.pdf>

Infectious Disease Prevention:

[Preventing & Managing the Spread of Infectious Disease Within Shelters](#)

Benevolent Food Preparation guidelines (for people cooking in non-certified kitchens):

[https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Documents/benevolentguide .pdf](https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Documents/benevolentguide.pdf)

### **Square Footage and Sleeping Patterns in the time of COVID**

It is recognized that state fire codes conflict with CDC recommendations. CCSS requires 110 square feet per person. This is based on CDC guidance of 6 feet between people with an allowance for the width of a cot or sleeping mat. The sleeping pattern should alternate between head and feet to provide even more distance.

### **Signage**

Signage must be posted on the door and throughout the facility to remind everyone about masks, hand hygiene, COVID symptoms. Up to date signs in multiple languages can be found at:

<https://govstatus.egov.com/OR-OHA-COVID-19> (scroll down to “Guidance from OHA” and then click

“Guidance, FAQ’s and Signage”).

### **Checking in and Health Screening**

It is best practice to conduct a brief screening for symptoms at entry. Please be aware that touch free thermometers may provide inaccurate readings if people have been out in the cold, and will be more accurate after 10-15 minutes indoors. Current symptoms for screening: headache, cough, muscle pain, loss of smell/taste, chills, feeling feverish, sore throat, fever > 100.4 (38C), runny nose, shortness of breath, diarrhea, abdominal pain, vomiting.

### **Back-up for staff and volunteers**

A system should be in place so that if a volunteer or staff member is experiencing any of the possible COVID symptoms, they have backup. At no time should a symptomatic staff member or volunteer be on site.

- Assure staff and volunteers do not come to work sick. "Sick" is purposefully defined at a very low threshold: anyone who feels unwell. This could include fever/sweats/chills, cough, shortness of breath, sore throat, body/muscle ache, fatigue, gastrointestinal symptoms, congestion/sneezing not caused by allergies. Any staff or volunteer who becomes sick at work should be sent home immediately.
- Staff and volunteers with symptoms such as a cough, shortness of breath or difficulty breathing, muscle aches, headache, chills, or fever should stay home. See [CDC's list of COVID-19 symptoms](#) (link is external).
- Staff should wash or sanitize hands frequently, and try not to touch their faces.
- Staff should wear face coverings, unless an accommodation for people with disabilities or another exemption applies.
- Staff should wear gloves when touching personal belongings of guests.
- Staff and volunteers at high risk of severe COVID-19 (those who are older or have underlying health conditions) should not be designated as caregivers for sick clients.
- The [CDC recommends](#) (link is external) that employees and volunteers who have been out sick (regardless of whether they were tested for COVID-19 or not) should only return to work when:
  - 24-hours have passed with no fever—without the use of medicine to reduce fever, **and**
  - Other symptoms have improved, **and**
  - At least 10 days have passed since symptoms first appeared.
- The local health department will investigate who may have been exposed to the sick person and make sure they receive the right information to watch carefully for symptoms and self-isolate if symptoms develop.

### **Isolating Guests with Symptoms**

Congregate shelters and warming centers should provide an area, ideally a separate room although it is recognized that this is not always possible, where guests experiencing symptoms can be sheltered temporarily until they can be moved to an area motel or health facility.

### **Mask Wearing**

Masks fully covering nose and mouth must be worn at all times (including in restrooms) except when eating, drinking or sleeping.

### **Eating Arrangements**

The safest possible place for eating/drinking is outdoors, at least 6 feet apart. If this is not possible, then care and planning should be taken to ensure that indoor eating/drinking occurs with at least 6 feet between guests since this is an unmasked activity.

### **Cleaning and Ventilation**

Disinfectant products must actually be effective against coronavirus. EPA list of disinfectants effective against COVID & FAQ on disinfectant use for COVID: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-coronavirus-covid-19>

EPA's "Guidance for Cleaning and Disinfecting Public Spaces" and "Cleaning & Disinfecting Decision Tool" <https://www.epa.gov/coronavirus/guidance-cleaning-and-disinfecting-public-spaces-workplaces-businesses-schools-and-homes>

If Bleach is used, it should be mixed with water at the correct amounts for disinfecting and made fresh daily (at minimum). <https://www.clorox.com/resources/coronavirus/whats-the-difference-between-cleaning-sanitizing-and-disinfecting/>

One more link: CDC guidance for distinguishing between cleaning and disinfecting for COVID, which also incorporates OSHA / safety measures for handling chemicals and strong disinfectants.

<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

Fresh air should be maximized. Restroom/shower exhaust fans should be left on during waking hours.

### **Technical Assistance**

Clackamas County Public Health and Social Services staff have been identified as contacts if any questions regarding COVID protocols arise. Please contact both Julie and Erika.

Julie Hamilton (Public Health) 971.563.4665 [julieham@clackamas.us](mailto:julieham@clackamas.us)

Erika Silver (Social Services) 971.219.0340 [esilver@clackamas.us](mailto:esilver@clackamas.us)

Exhibit M: HMIS Cooperative Agreement issued by County Community Development Division  
Zoar Evangelical Lutheran Church, Non-Federal Subrecipient Grant Agreement - H3S#10732

To be provided after Agreement execution.



COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_