

June 9, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Federal Subrecipient Grant Agreement with The Father’s Heart Street Ministry for Services to Guests of Inclement Weather Overnight Shelter. Total Agreement Value is \$157,072. Funded by the United States Department of Housing & Urban Development (HUD), Emergency Solutions Grant COVID 2 Via Pass-through Funds from State of Oregon Department of Housing and Community Services (OHCS), State Winter Shelter Investment – Out of the Cold (WSI-OOTC) funding from OHCS, and a portion of Designated County General Funds Allocated to Warming Centers.

<b>Purpose/Outcomes</b>	Approval of an Agreement in which The Father’s Heart Street Ministry will provide volunteer coordination and behavioral health support services in inclement weather overnight shelter provided by inclement weather shelter network providers in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$157,072
<b>Funding Source</b>	United States Department of Housing & Urban Development (HUD) Emergency Solutions Grant (ESG-CVD2) via pass-through funds from State of Oregon, Department of Housing and Community Services (OHCS), State Winter Shelter Investment – Out of the Cold (WSI-OOTC) funding from OHCS, and a portion of designated County General Funds allocated to warming centers.
<b>Duration</b>	Agreement is effective upon signature, with an eligible grant expenditure period of December 1, 2021 through June 30, 2023.
<b>Previous Board Action/Review</b>	None. Item at County Issues on 6-7-22.
<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>	This Grant Agreement was approved by County Counsel on 5-19-22 by Andrew Naylor.
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Agreement, not subject to Procurement review. Division completed NOFO process.

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s

<b>Contact Person</b>	Brenda Durbin, Social Services Director (503)655-8641
<b>Grant No.</b>	#21-025 / H3S#10621

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with The Father's Heart Street Ministry (TFH). TFH will provide volunteer coordination and behavioral health support services in inclement weather overnight shelter provided by inclement weather shelter network providers in Clackamas County.

County Counsel approved the Agreement, which is effective upon signature to June 30, 2023, with an eligible grant expenditure period of December 1, 2021 through June 30, 2023, with a total value of \$157,072.

The funding sources for this agreement are the United States Department of Housing & Urban Development (HUD) Emergency Solutions Grant (ESG-CVD2) via pass-through funds from the State of Oregon, Department of Housing and Community Services (OHCS), State Winter Shelter Investment – Out of the Cold (WSI-OOTC) funding from OHCS, and a portion of designated County General Funds allocated to warming centers.

**RECOMMENDATION:**

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

Respectfully submitted,



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

Federal Subrecipient Grant Agreement H3S#10621, #21-025

**CLACKAMAS COUNTY, OREGON  
FEDERAL SUBRECIPIENT GRANT AGREEMENT #21-025**

Project Name: **Shelter Services- Volunteer Coordinator and Mental Health Supports**  
Project Number: H3S# 10621

This Agreement is between **Clackamas County**, Oregon, acting by and through its  
**Health, Housing and Human Services Department,**  
**Social Services Division** ("COUNTY")  
and **The Father's Heart Street Ministry** ("SUBRECIPIENT"),  
an Oregon Nonprofit Organization.

<b>Clackamas County Data</b>	
Grant Accountant: <b>Jessica Diridoni or Teresa Christopherson</b>	Program Manager: <b>Erika Silver</b>
Clackamas County 2051 Kaen Road Oregon City, OR 97045 Phone 503-650-5705 / 503-650-5718 <a href="mailto:jdiridoni@clackamas.us">jdiridoni@clackamas.us</a> ; <a href="mailto:teresachr@clackamas.us">teresachr@clackamas.us</a>	Clackamas County – Social Services 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5725 <a href="mailto:esilver@clackamas.us">esilver@clackamas.us</a>
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b>Marty Gant</b>	Program Representative: <b>Jennifer Morris</b>
The Father Heart Street Ministry 603 12 <sup>th</sup> Street Oregon City OR 97045 Phone: 503-722-9780 Email: <a href="mailto:mgant@rconnects.com">mgant@rconnects.com</a>	The Father Heart Street Ministry 603 12 <sup>th</sup> Street Oregon City OR 97045 Phone: 503-722-9780 Email: <a href="mailto:mgant@rconnects.com">mgant@rconnects.com</a>
<b>Unique Entity Identification: K5QZYNJ8TZA7</b>	

**RECITALS**

1. This Agreement is entered into between Clackamas County ("COUNTY") and **The Father's Heart Street Ministry**, ("SUBRECIPIENT") to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19
2. COUNTY has been awarded ESG CVD2 funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento

Homeless Assistance Act 42 U.S.C. 11371-11378 as pass-through funding from its Master Grant Agreement #7005 with Oregon Housing and Community Services (OHCS).

3. Funds provided by COUNTY shall be used for volunteer coordination and for behavioral health support services (“Services”) in inclement weather overnight shelter provided by inclement weather shelter network providers in Clackamas County.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System (“HMIS”). OHCS also mandates the use of HMIS for all housing programs. HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of individuals experiencing homelessness.

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

### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2023. Agreement termination or expiration shall not extinguish or prejudice COUNTY’s right to enforce this Agreement with respect to any default by SUBRECIPIENT that has not been cured. Eligible expenses for this Agreement may be charged during the period beginning **December 1, 2021** and expiring **June 30, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378 and Title IV of the *Code of Federal Regulations* (“CFR”), Part 24, Sub-Part 576. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

Furthermore, SUBRECIPIENT shall comply with the requirements of COUNTY’S 21-23 Biennium **Master Grant Agreement #7005 with Oregon Housing and Community Services (“OHCS”)** that is the source of the grant funding, including, but not limited to, Attachments A-C, and all subsequent amendments thereto, copies of which are attached hereto and incorporated by this reference herein. All highlighted terms and conditions in Attachment A are hereby incorporated by this reference herein. 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 maximum, not to exceed, grant amount COUNTY will pay is **\$157,072**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request.

**The Father's Heart Street Ministry – #21-025, H3S#10621**  
**Federal Subrecipient Grant Agreement – Volunteer Coordination**  
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Failure to comply with the terms of this Agreement may result in withholding of payment. The period for Year 1 is **December 1, 2021 to June 30, 2022**. The period for Year 2 is **July 1, 2022 to June 30, 2023**. Funding is provided as follows:

- a. **Federal Funding.** Emergency Solutions Grant (Assistance Listing #: 14.231, Award# E-20-DW-41-0001) issued to COUNTY through Master Grant Agreement #7005 with Oregon Housing and Community Services. **(Year 1: \$37,983, Year 2:\$16,327.50)**
  - b. **State Funding.** Winter Shelter Investment – Out of the Cold (WSI-OOTC) issued to COUNTY through Master Grant Agreement #7005 with Oregon Housing and Community Services. **(Year 1: \$20,625; Year 2: \$76,138.50)**
  - c. **County General Fund. (Year 1: \$5,998)**
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a) That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b) That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c) That it has an accounting system and a voluntary board; and
  - d) That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - f) **Indirect Cost Recovery.** Indirect cost recovery is not included in this agreement.
  - g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
  - h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
  - i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
  - j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.

- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** SUBRECIPIENT shall provide a general ledger printout supporting claimed costs with each request for reimbursement, and backup documentation to substantiate the eligible expenditures such as invoices and receipts.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal government may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of

the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;
  2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; and financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided.



Such information shall be made available to COUNTY monitors or their designees for review upon request.

6. **Disclosure.** SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
7. **Property Records.** SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property. Records for any displaced person must be kept for six (6) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions for ESG, OOTC and certifications for the ESG as outlined in Exhibits and Attachments to the Agreement, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.1 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## **12. Compliance with Applicable Laws**

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of

- 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Subrecipient.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under this Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

### **13. Federal and State Procurement Standards**

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-327.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

### **14. General Agreement Provisions.**

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state

of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
  - 3) **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.
  - 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors

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

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any Subrecipient or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
- 2) **Monitoring.** SUBRECIPIENT will monitor all subagreements on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
- 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
- 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.

- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

#### **15. Other Federal Requirements**

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.
- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.24 does not apply, and program income is to be used as the non-federal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).

- 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Subrecipient (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.

- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

## **16. Civil Rights**

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## **17. Affirmative Action**

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.



- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, the State of Oregon, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the Subrecipient officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

#### **18. Employment Restrictions**

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
  - 1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Subtitle A, Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements

shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.

- 2) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
  - 3) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
  - 4) SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
  - 5) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - 6) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor Subrecipient. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

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20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
21. **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.
22. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
23. **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.
24. **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.
25. **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.
26. **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.
27. **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Section 3, 7, 11, 14(a), (b), (e), and (f), 22, 23, 25, 26 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

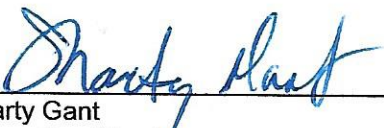
*(Signature Page Follows)*

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

**THE FATHER’S HEART STREET MINISTRY**

**CLACKAMAS COUNTY**

By:   
Marty Gant  
Executive Director

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

Marty Gant      5/17/22  
Printed Name                      Date

603 12<sup>th</sup> Street  
\_\_\_\_\_  
Street Address  
Oregon City, OR 97045  
\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Date

**Approved to Form:**

  
County Counsel

05/19/2022  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report
- Attachment A: OHCS Subrecipient Requirements
- Attachment B: OHCS ESG-CV Phases 1 and 2 Program Manual
- Attachment C: OHCS WSI-OOTC Program Operations Manual

**EXHIBIT A**

**SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS**

**1. Scope of Cooperation**

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG & OOTC are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **Program Policies.** SUBRECIPIENT agrees to adhere to the OHCS ESG & WSI-OOTC Program Policy Manual which are made part of this agreement as Attachments B and C.

**2. Program Requirements**

- a. Coordination with other targeted homeless services.
  - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
  - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. **Coordinated Housing Assessment.** The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
  - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG and for other funding sources that may be used to provide motel rooms or other assistance;
  - ii. Standards for targeting and providing essential services related to street outreach;
  - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;

- iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
  - vi. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- g. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed and requested, to obtain:
- i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
  - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
- h. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. Note: motel operators may exit guests who violate the motel rules, and SUBRECIPIENT has the option to relocate them to a different motel, if available. It is expected that, except in egregious situations, SUBRECIPIENT will move guests to a different motel if available.
  - ii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.

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- i. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- j. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85(b)(3). For all other transactions and activities, the following restrictions apply:
  - i. Conflicts prohibited. No person described in paragraph n of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
  - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
  - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below
    - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
    - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
      - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
      - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
      - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
      - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
      - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
      - (6) Any other relevant considerations.
  - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- k. Homeless Participation.

- i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
- ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
- iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.



**EXHIBIT A.1**

**SUBRECIPIENT SCOPE OF WORK**

I. Scope of Work for: The Father's Heart Street Ministry

These ESG, OOTC, and County General Funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. SUBRECIPIENT will be providing shelter support services, including the provision of a volunteer coordinator who will recruit, screen, train and assist with placing volunteers in inclement weather shelters throughout Clackamas County and provision of case management staffing during the activation of overnight shelters to provide behavioral health supports to program participants.

A. SUBRECIPIENT agrees to accomplish the following work under this contract:

1. SUBRECIPIENT will begin work no later than December 1, 2021.
2. SUBRECIPIENT will provide one full time staff person to provide volunteer coordination services for the inclement weather shelter network in Clackamas County, including recruitment, screening, training and assisting with placement of volunteers at sites identified or approved by COUNTY.
3. It is expected that SUBRECIPIENT will recruit, screen and place at least 35 volunteers during the Year 1 of this agreement and 60 in Year 2.
4. Volunteer coordinator will establish monthly meetings with inclement weather shelter network providers to coordinate volunteer activities.
5. SUBRECIPIENT will provide one behavioral health support staff ("BH") for each overnight inclement weather shelter opening. This staff person will be stationed overnight at SUBRECIPIENT shelter location but will be available as a resource for other members of the inclement weather shelter network in Clackamas County to contact for additional support. Support services may include crisis intervention, case management, intake and assessments, coordination of information and referral services, creation of independent service plans and housing portfolios, emotional support, and access to basic needs such as health care, food, shelter, clothing, laundry, transportation, documentation, and technology.
6. BH support staff will diversify the shelter workforce to provide quality care for the increasingly diverse homeless population promoting equity in inclement weather sheltering programs. BH support staff range from Recovery Mentors, Peer Supports, Case Managers, Pastors, and various Social Service Providers, Physicians, and Social Workers. BH support staff will be trained in Mental Health first aid and de-escalation as specified by COUNTY.

**II. Compensation:**

- A. SUBRECIPIENT is eligible for an amount not to exceed One Hundred Fifty-Seven Thousand and Seventy-Two Dollars (\$157,072) from December 1, 2021, to June 30, 2023 as specified under the conditions listed in Section I.
- B. Unless otherwise specified, SUBRECIPIENT shall submit monthly invoices for Work performed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 30 days following the month services were provided. Invoices for months completed prior to execution must be submitted within 30 days of execution of this Agreement. Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by County Grant Administrator.
- C. If SUBRECIPIENT fails to present invoices in proper form within 30 days as outlined in Section B above, SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. 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. Reimbursement by COUNTY will be within 30 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- E. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Agreement based on the date of the start of the eligible expenditure period.

**EXHIBIT B**  
**SUBRECIPIENT PROGRAM BUDGET- YEAR 1 & YEAR 2**

- A. The maximum, not to exceed, grant amount COUNTY will pay for Year 1 is \$64,606 and for Year 2 is \$92,466.
- B. Adjustments to the budget may only be made with the approval of both Parties. SUBRECIPIENT may make budget adjustments of up to 10% between the per-line items listed under Volunteer Coordinator, with the exception of HMIS license amount. However, any change of larger than 10% per line item will require submission of a new budget for approval and the amendment of this Agreement. SUBRECIPIENT's Program Manager may adjust line item amount within and between categories, provided the maximum Agreement amount is not exceed. Federal and State funding remaining after Year 1 may be rolled into the budget for Year 2.
- C. Year 1 Budget:

<b>Year 1 Budget</b>	<b>Total Budget</b>	<b>Total OHCS ESG CVD2</b>	<b>County General Funds</b>	<b>OHCS WSI-OOTC</b>
<b><i>Volunteer Coordination Expenses</i></b>				
One full time salaried Volunteer Coordinator position from 12/1/21 to June 30, 2022.	\$ 32,083	\$32,083		
Mileage reimbursement	\$1,200	\$1,200		
Background Checks for volunteers	\$3,000	\$3,000		
Cell phone monthly charges	\$ 700	\$700		
HMIS License	\$1,000	\$1,000		
Computer and printer	\$2,000		\$2,000	
<b>Subtotal</b>	<b>\$39,983</b>			
<b><i>Administrative charge (10%* Subtotal, above)</i></b>	<b>\$3,998</b>		<b>\$3,998</b>	
<b><i>Behavioral Health Shelter Support</i></b>				
\$275 per night for up to 75 nights of extreme weather	\$20,625			\$20,625
<b>Subtotal</b>		<b>\$37,983</b>	<b>\$5,998</b>	<b>\$20,625</b>
<b>Total Year 1 Budget</b>	<b>\$64,606</b>			

**The Father's Heart Street Ministry – #21-025, H3S#10621**  
**Federal Subrecipient Grant Agreement – Volunteer Coordination**  
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**D. Year 2 Budget:**

<b>Year 2 Budget</b>	<b>Total Budget</b>	<b>Total OHCS ESG CVD2</b>	<b>OHCS WSI- OOTC</b>
<b><i>Volunteer Coordination Expenses</i></b>			
One full time salaried Volunteer Coordinator position from July 1, 2022 to June 30, 2023.	\$ 57,750	\$8,767.50	\$48,982.50
Mileage reimbursement	\$2,100	\$2,100	
Background Checks for volunteers	\$3,150	\$3,150	
Cell phone monthly charges	\$ 1,260	\$ 1,260	
HMIS License	\$1,050	\$1,050	
<b>Subtotal</b>	<b>\$65,310</b>		
<b><i>Administrative charge (10%* Subtotal, above)</i></b>	\$6,531		\$6,531
<b><i>Behavioral Health Shelter Support</i></b>			
\$275 per night for up to 75 nights of extreme weather	\$20,625		\$20,625
<b>Subtotal</b>		<b>\$16,327.50</b>	<b>\$76,138.50</b>
<b>Total Year 2 Budget</b>	<b>\$92,466</b>		

**EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

The Father's Heart	21-025
Organization Name	Award Number or Project Name

Marty Gant President	
Name and Title of Authorized Representative	



Signature	05/12/22
	Date

**The Father's Heart Street Ministry – #21-025, H3S#10621  
 Federal Subrecipient Grant Agreement – Volunteer Coordination  
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EXHIBIT D REQUEST FOR REIMBURSEMENT				
Note: This form derives from the approved budget in your grant Agreement. Please follow instructions for completing this form as outlined in Exhibit D.1.				
<b>Subrecipient</b> The Father's Heart Street Ministry <b>Address:</b> 603 12th Street Oregon City, OR 97045 <b>Contact Person:</b> _____ <b>Phone Number:</b> _____ <b>E-mail:</b> _____	<b>Grant Number:</b> 21-025 <b>Report Period:</b> _____ <b>H3S Contract #:</b> 10621 <b>Federal Award #:</b> E20-DW-41-0001 <b>CFDA(s):</b> 14.231			
Budget Category	Budget Year 1, 12-1-2021 through 6-30-2022	Current Draw Request	Previously Requested	Balance
Volunteer Coordinator Expenses. One full time salaried Volunteer Coordinator position from 12-1-2021 through 6-30-2022	\$ 32,083.00			\$ 32,083.00
Mileage reimbursement	\$ 1,200.00			\$ 1,200.00
Background Checks for volunteers	\$ 3,000.00			\$ 3,000.00
Cell phone monthly charges	\$ 700.00			\$ 700.00
HMIS License	\$ 1,000.00			\$ 1,000.00
Computer and printer purchase. <i>Non-federally funded.</i>	\$ 2,000.00			\$ 2,000.00
<b>Administrative charge (10%)</b> Based on sum of expenditures above. <i>Non-federally funded.</i>	\$ 3,998.00			\$ 3,998.00
Behavioral Health Shelter Support. <i>Non-federally funded.</i> \$275 per night for up to 75 nights of extreme weather shelter	\$ 20,625.00			\$ 20,625.00
<b>Total Grant Funds Requested</b>	<b>\$ 64,606.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,606.00</b>

**ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.**

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_  
**Department:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Department: Forward to Grant Accountant for review and processing Grant Accountant Initial/Date:**

**Year 2 Exhibit D to be provided to SUBRECIPIENT at time of Agreement execution.**

**EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS**

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide OHCS with specific household demographic information for each household served. Households should be entered in HMIS within 72 hours of intake.
- The request for reimbursement shall also include a summary of expenses incurred along with backup documentation.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate.

**EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS**

SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG & OOTC HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.



## **EXHIBIT F**

### Required Certifications

I, \_\_\_Marty Gant\_\_\_, President of The Father's Heart Street Ministry, (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B Subrecipient Fiscal Year operating budget.

### **ESG Certifications**

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

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

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

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

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

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

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

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

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*Marty Hunt*

05/12/22

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

<b>Project Name: ESG CVD(2) FY2020</b>	<b>Agreement #: 21-025</b>
<b>Federal Award #: E20-DW-41-0001</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: The Father's Heart Street Ministry</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## EXHIBIT G: Final Financial Report

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

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**ATTACHMENT A: OHCS Subrecipient Requirements**

**(COUNTY to email to SUBRECIPIENT at Agreement execution)**

**ATTACHMENT B: OHCS ESG-CV Phases 1 and 2 Program Manual  
(COUNTY to email to SUBRECIPIENT at Agreement execution)**

**ATTACHMENT C: OHCS WSI-OOTC Program Operations Manual  
(COUNTY to email to SUBRECIPIENT at Agreement execution)**