

July 21, 2022

Board of County Commissioners  
 Clackamas County

Approval of a Federal Subrecipient Grant Agreement with Ant Farm, Inc., for Rent Assistance Services. Total value is \$2,804,942. Funding through U.S. Department of Treasury, through an American Rescue Plan Act of 2021 grant via Federal Emergency Rental Assistance Funds. County General Funds are not involved.

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| <b>Purpose/Outcome</b>                 | Approval of Federal Subrecipient Grant Agreement #21-026 to allow Ant Farm, Inc. to continue to provide rent assistance to households impacted by the COVID-19 crisis.  |
| <b>Dollar Amount and Fiscal Impact</b> | \$2,804,942 is the current value of the agreement and it is included in the current budget.   |
| <b>Funding Source</b>                  | Grant is funded by U.S. Department of Treasury through an American Rescue Plan Act of 2021 grant via Federal Emergency Rental Assistance funds. No County General Funds are involved.   |
| <b>Duration</b>                        | Agreement is effective upon signature to November 30, 2022 with eligible grant expenditure period determined by the funding source.   |
| <b>Previous Board Action/Review</b>    | Issues session on 7/19/22   |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.<br>2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities. |
| <b>Counsel Review</b>                  | Approved 7/5/22 by Kathleen Rastetter.  |
| <b>Procurement Review</b>              | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/><br>2. If no, provide brief explanation: Item is a Grant  |
| <b>Contact Person</b>                  | Brenda Durbin, Director – Social Services Division – (503) 655-8641   |
| <b>Contract No.</b>                    | H3S#10756, #21-026  |

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of Federal Subrecipient Grant Agreement #21-026 with Ant Farm Inc. to continue to provide rent assistance to households impacted by the COVID-19 crisis.

Ant Farm, Inc. provides youth and family services in Northeast Clackamas County and receives referrals for services for residents of Sandy, Estacada and the surrounding rural areas for housing assistance, money management and other programs. Ant Farm receives referrals from Clackamas County’s Coordinated Housing Access program, then determines

eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Ant Farm has already successfully delivered over \$9.2 million in rental assistance funding to households in Clackamas County under previous agreements with Social Services Division.

Funding for Agreement 21-026 is from the U.S. Department of Treasury through an American Rescue Plan Act of 2021 grant via Federal Emergency Rental Assistance (FERA) funds. The Agreement was approved by County Counsel on 7/5/22. No County General Funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement, and that the Board authorize the Chair to sign on behalf of the County.

Respectfully submitted,

*Denise Swanson*

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

Attachment:  
#21-026 Subrecipient Agreement with Ant Farm Inc.

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 21-026**

Project Name: ***Federal Emergency Rental Assistance 2 (ERA2)***

Project Number: 400205

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and **AntFarm** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: <b><i>Kara Taylor</i></b>   | Program Manager: <b><i>Teresa Christopherson</i></b>   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br><a href="mailto:ktaylor@clackamas.us">ktaylor@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-650-5718<br>teresachr@clackamas.us |

**Subrecipient Data**

|  |  |
|--|--|
| Finance/Fiscal Representative: <b><i>Tony Stevens</i></b>  | Program Representative: <b><i>Two Foxes Singing (Nunpa)</i></b>  |
| AntFarm, Inc.<br>39140 Proctor Blvd<br>Sandy, OR 97055<br>503-668-7962<br>tonys@antfarmyouthservices.com | AntFarm, Inc.<br>39140 Proctor Blvd<br>Sandy, OR 97055<br>971-275-2893<br>nunpa@antfarmyouthservices.com |

UEI: DB47MPECHBR4

**RECITALS**

1. AntFarm, Inc. (“SUBRECIPIENT”) is the only primary youth and family provider for NE Clackamas County and receives referrals daily for multiple service needs in Sandy, OR, Estacada, OR, and the surrounding rural area. SUBRECIPIENT provides housing assistance, money management, trauma-informed social service support, mental Health and addictions training. Since 2021, SUBRECIPIENT has provided COVID pandemic related rent and utility assistance payments on behalf of Clackamas County.
2. Clackamas County (“COUNTY”) desires to have its residents benefit from rent and utility assistance provided by the U.S. Treasury Department under the Emergency Rental Assistance program (“ERA2”) established by American Rescue Plan Act of 2021, Title III, Subtitle B, Section 3201, Public Law 117-2 (March 11, 2021).

3. Project description: Rental and utility assistance for individuals and households impacted by the COVID pandemic.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred no earlier than **March 11, 2021** and not later than **November 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A and A.1.
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 section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2. 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.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the **American Rescue Plan Act of 2021 (Assistance Listing #: 21.023)** issued to COUNTY by the U.S. Department of the Treasury. The maximum, not to exceed, grant amount COUNTY will pay is **\$2,804,942**. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the

beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term 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 the U.S. Treasury has determined 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 CARES funds shall remain with COUNTY.

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **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.
- d) **Cost Principles.** The cost principles referenced in 2 CFR 200 Subpart E – Cost Principles apply. Funds may be used only in accordance with and for the purposes outlined in Exhibits A and in the [U.S. Treasury’s ERA2 FAQ’s \(August 8, 2021 update\)](#).
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period listed in Section 1.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. 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.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with U.S. Treasury regulations at 31 CFR Part 205.

Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a monthly basis.

- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- n) **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 D & F), 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.
- o) **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>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **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, the 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.
- r) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from subrecipient’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if

SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and/or the U.S. Treasury access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by U.S. Treasury, but in no case less than at least once during Biennium 19-21. The activities of SUBRECIPIENT shall be monitored to ensure, inter alia, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of SUBRECIPIENT's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.332 and other applicable federal regulations, if any. Depending on the outcomes of the financial or performance 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. SUBRECIPIENT shall fully and timely cooperate with the U.S. Treasury and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by SUBRECIPIENT to perform its obligations under this Agreement.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the U.S. Treasury Record Retention Schedule, as may be modified from time to time.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained for three (3) years after final completion of such matters.

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications issued by the U.S. Treasury for ERA2 and all accompanying amendments, 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 COUNTY, as grantee, under those grant documents.

- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- w) SUBRECIPIENT certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or SUBRECIPIENT;
  - b. Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and
  - d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
  - e. Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Asset Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights

and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) 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 – *Internal Controls*) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
  - a. SUBRECIPIENT shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. SUBRECIPIENT is required to ensure that all its and their officers,

employees and agents are aware of and comply with this confidentiality requirement.

- b. All SUBRECIPIENT provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- c. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information (“ROI”) form for all clients, including for each adult member of the identified household, authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI’s must be obtained from all clients to SUBRECIPIENT and COUNTY (Social Services Division). The U.S. Treasury is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for Clackamas County Coordinated Housing Access (“CHA”).
- d. If required ROI’s cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.
- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT’s confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, all program-funded services herein.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
  - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
  - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
  - iii. Computer terminals must be on a “locked” mode or turned off if the terminal is unattended; and
  - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT’s written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

- h) **Drug Free Workplace.** SUBRECIPIENT certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations.
  - c. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by subsection (a) above.
  - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - e. Notifying COUNTY within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

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

## 12. Federal and State Procurement Standards

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

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify the U.S. Treasury and 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 activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Abuse and Molestation coverage shall also be included as part of the Commercial General Liability policy covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the 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. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 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, elected officials, 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 elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten (10) days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 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.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to

have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly//Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Additional Terms and Conditions









## EXHIBIT A

The COVID-19 Rent Relief Program (“CVRRP”) provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. “Prioritized Organizations” are those organizations that focus on the above referenced populations.

### I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate CVRRP program in compliance with all program information provided by the U.S. Treasury Department, including but not limited to [Emergency Rental Assistance Frequently Asked Questions \(revised 8/25/21\)](#).
5. Provide the type, level and duration of service that will address participants’ need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home “lot rent”, utilities and utilities arrears only.

6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by Clackamas County Social Services Division.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System (“HMIS”) data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY as specified, amended and updated in this Agreement.
11. SUBRECIPIENT shall not charge clients for services.
12. Clackamas County Coordinated Housing Access (“CHA”)

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

13. SUBRECIPIENT is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

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

## B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

## C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

**Service Delivery Approach** – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

**Outreach to Communities of Color** - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

**Schooling** – All school-aged children will be enrolled in and attending school.

**Mainstream Benefits Screening** – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

## II. ELIGIBILITY

### A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

ERA2 Eligibility:

To be eligible for ERA2 funding, households must demonstrate the following:

- a. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
- b. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- c. The household is a low-income family, as such term is defined in the United States Housing Act of 1937 (42 U.S.C. 1437(b)2).

Household Eligibility:

Households of any configuration are eligible, including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

## **B. Eligibility Documentation**

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

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

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

SUBRECIPIENT is required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and available for review by COUNTY or U.S. DEPARTMENT OF TREASURY, upon request. Such policies and procedures must be applied equally across services that use or are supported by CVRRP funding.

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- d) Verification and documentation as appropriate for ongoing demonstration of eligibility;
- e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

- (3) Order of Preference

Program staff shall comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer,

landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.

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

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

#### ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES

Documentation of allowable program components and expenditures must identify how an expenditure meets the CVRRP program criteria.

**Eligible participant costs:**

- Participant rent.
- Rent arrears back to March 11, 2021.
- Manufactured home "lot rent" back to March 11, 2021.
- Participant utilities if no other resource is available.
- Participant utility arrears back to March 11, 2021 if no other resource is available.

Personnel costs, including salaries, benefits and taxes, are eligible for reimbursement as program delivery costs. Administrative costs eligible for reimbursement as direct administrative costs.

#### C. INELIGIBLE COSTS

- (1) Funds may not be used to fund participant mortgage payments or mortgage payments for manufactured homes.
- (2) Funds may not be used for the purchase of gift cards.
- (3) Except otherwise outlined in this award, ERA2 funds are not eligible for case management, housing navigation or other staffing expenses.

#### D. DATA REQUIREMENTS/REPORTING

SUBRECIPIENT agrees to report data as outlined below to COUNTY:

A. **Homeless Management Information System ("HMIS") Database:**

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. SUBRECIPIENT is required to:

- a. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with the U.S. Treasury for the purpose of program reporting.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.
- c. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or the U.S. Treasury prior to invoice submittals and by the 10<sup>th</sup> of each month for services in the preceding month, whichever comes first.
- d. Collect, as required by COUNTY, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- f. Enter into agreements with COUNTY's Community Development Division, as needed, for access to HMIS.
- g. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Indicate how household has been impacted by COVID –question must be answered with the picklist options provided.



- I. Conduct a Service Transaction including recording rent amounts provided.

**B. PROGRAM SPECIFIC REPORTING**

A) SUBRECIPIENT shall submit to the satisfaction of COUNTY all HMIS reports as required in this agreement. SUBRECIPIENT shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of approved HMIS.

B) Reports submitted shall include:

- 1) Quarterly reports include personally identifiable information and other data collected through HMIS.
- 2) SUBRECIPIENT shall provide additional reports as needed or requested by COUNTY.

Complete HMIS reporting requirements, including the HMIS provider number, updates and any additional information regarding HMIS reporting will be provided to SUBRECIPIENT within 2 weeks after execution of this Agreement.

EXHIBIT B  
SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed Two Million, Eight Hundred Four Thousand and Nine Hundred Forty-Two Dollars (**\$2,804,942**) from signature of Agreement to November 30, 2022, as specified under the conditions listed in Exhibit A. This amount includes:

\$2,294,562 for eligible participant expenses

\$454,740 for program delivery (staff salaries, benefits and taxes, and other eligible program delivery expenses)

\$42,640 for program administration (direct-cost basis for allocable and allowable administrative expenses)

**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 agency, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[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.

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

## EXHIBIT D

### REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit monthly invoices for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**
- B. COUNTY will provide one time advance of no more than 20% of client assistance funds (\$458,912) to cover the estimated costs of 30 days of projected eligible participant expenses (excluding program delivery fee). The 20% advanced at agreement execution will be verified based on the method above, when SUBRECIPIENT has expended balance of 80%. Any un-spent advancement of funds will be returned to COUNTY within 30 days of the agreement expiration. Administration and Program Delivery expenses are not eligible for advancement unless special approval is granted in writing by COUNTY.
- C. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), 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. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- D. Reimbursement by COUNTY will be within 21 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 Grant Agreement during the eligible period of expenditure. Reimbursement or advance payment shall not occur until COUNTY has a fully executed Grant Agreement. SUBRECIPIENT must provide invoice to COUNTY's Social Services Division for initial advancement.

EXHIBIT E  
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS as specified in Exhibit A.

|   |                                     |
|---|-------------------------------------|
| <b>Project Name: Emergency Rental Assistance 2 (ERA2)</b>               | <b>Agreement #: 21-026</b>          |
| <b>Federal Award #: 21.023</b>  | <b>Date of Submission: XX/XX/XX</b> |
| <b>Subrecipient: AntFarm</b>  |                                     |
| <b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>   |                                     |
| <b>Has Subrecipient met all programmatic closeout requirements? Y/N</b> |                                     |

## Final Financial Report

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

|   |  |
|---|--|
| Total Federal Funds <u>authorized</u> on this agreement:                  |  |
| Total Federal Funds <u>advanced</u> on this agreement:                    |  |
| Total Federal Funds <u>requested for reimbursement</u> on this agreement: |  |
| Total Federal Funds <u>received</u> on this agreement:                    |  |
| Balance of unexpended Federal Funds<br>(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: \_\_\_\_\_

## E. TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and U.S. Department of Treasury and in compliance with all program requirements including but not limited to the following terms and conditions:

### **General:**

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) SUBRECIPIENT shall ensure that program funds are expended within the time limitations set by the U.S. Treasury. Program funds not expended within the time period shall be recaptured by COUNTY and the U.S. Treasury.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & the U.S. Treasury for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or the U.S. Treasury within 30 days upon written demand from COUNTY or the U.S. Treasury.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) SUBRECIPIENT shall be responsible for maintaining an internal controls framework, satisfactory to COUNTY and the U.S. Treasury, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
  - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and the U.S. Treasury.
  - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to the U.S. Treasury.
- 10) Allow COUNTY, the U.S. Treasury and its representatives access to, and to furnish whatever information and/or documentation COUNTY, the U.S. Treasury and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, the U.S. Treasury and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, the U.S. Treasury and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, the U.S. Treasury and its representatives.
  - 11) Maintain accurate financial records satisfactory to COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
  - 12) Maintain other program records satisfactory to COUNTY & the U.S. Treasury, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
  - 13) Provide COUNTY and the U.S. Treasury with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
  - 14) Furnish representatives of COUNTY, the U.S. Treasury, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations,



monitoring, and auditing. At the sole discretion of COUNTY and the U.S. Treasury, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and the U.S. Treasury approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and the U.S. Treasury.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify COUNTY, the U.S. Treasury, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Agreement is subject to termination upon such a directive to COUNTY by the U.S. Treasury, and that the U.S. Treasury shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and the U.S. Treasury, and in accordance with the terms of this Agreement.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care ("CoC") coordinated HMIS entry process for their service area.
- 22) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local CoC developed coordinated entry requirements and COUNTY's Social Services Division program requirements.
- 23) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 24) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 25) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.

- 26) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 27) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
- Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
  - Informs the participant/applicant that they may contest any SUBRECIPIENT's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
  - Allows any aggrieved person a minimum of thirty days to request an administrative review;
  - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
  - Informs COUNTY of the request for administrative review within 10 days of receiving the request; and
  - Informs the applicant/participant and COUNTY in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.
- SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. COUNTY and the U.S. Treasury retain the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.
- 28) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):
- Refuse to accept an application for housing assistance or services

- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at [www.fhco.org](http://www.fhco.org).

- 29) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have Limited English proficiency (“LEP”). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations.” SUBRECIPIENT should create a written Language Access Plan (“LAP”) to provide a framework to document how SUBRECIPIENT’s programs will be accessible to all populations in their service area. SUBRECIPIENT who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT’s obligation to ensure LEP persons have access to programs or activities.
- 30) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program and SUBRECIPIENT’s own conflict of interest requirements, including the requirements listed below:
- (1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual’s or household’s acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental

agreement requirements can only be approved by U.S. Treasury. If SUBRECIPIENT wishes to apply for a waiver, SUBRECIPIENT should contact COUNTY for guidance in submission of a waiver request, which must be approved by the U.S. Treasury. SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any COUNTY, U.S. Treasury, or other SUBRECIPIENT funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

### **Case Files**

- A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.
- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of COUNTY and the U.S. Treasury's monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. U.S. DEPARTMENT OF TREASURY recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the U.S. Treasury website.

### **Additional Requirements:**

- A. Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B. SUBRECIPIENT is required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Agreement. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are

incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.

- C. SUBRECIPIENT will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

COVER SHEET

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

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

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

Description:

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

- County Admin
- Procurement

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

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