

May 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,
Department of Consumer and Business Services, Oregon Insurance Division,
Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP)

Purpose/Outcomes	To provide grant funds for the Senior Medicare Patrol (SMP) program to provide outreach, education and individual counseling regarding Medicare/Medicaid fraud, waste, and abuse to people in our community.
Dollar Amount and Fiscal Impact	Total revenue of \$10,000.
Funding Source	U.S. Administration for Community Living, State of Oregon, Department of Human Services, Aging and People with Disabilities, State Unit on Aging Grant provided through State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance. There is no match requirement. County General Funds are not involved.
Duration	June 1, 2021 to May 31, 2022
Previous Board Action	None
Strategic Plan Alignment	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.
County Counsel	Review and approved by Andrew Naylor on 4/5/21
Procurement Review	This is a revenue contract and not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	10095

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of a Grant Agreement from the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to help carry out the Senior Medicare Patrol (SMP) program. The SMP program is intended to support the activities of the SSD Volunteer Connection's SHIBA program.

SHIBA is designed to educate senior and other Medicare recipients of their rights, resources and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and disabled citizens and provide a much needed resource for our most vulnerable populations.

The SMP grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education of healthcare fraud, errors and abuse. Outreach efforts focus on high populations in rural, Hispanic and tribal communities.

The IGA is for one year, from June 1, 2021 to May 31, 2022, and is for a revenue total of \$10,000. County Counsel has reviewed and approved the IGA on 4/5/2021. There is no match requirement and no County General Funds are involved.

RECOMMENDATION:

Staff recommends approval of this amendment, and that H3S Director, or their designee be authorized to sign all documents on behalf of Clackamas County.

Respectfully submitted,

*Mary Deanebaugh
for Rodney A. Cook*

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10095	Division:	SS
Board Order #:		Contact:	Diridoni, Jessica
		Program Contact:	Babcock, Kristina
		<input type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: State of Oregon-#45G000240

CONTRACT AMOUNT: \$10,000.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 06/01/2021 - 05/31/2022	<input checked="" type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor Date Approved: Monday, April 5, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.04.09 12:48:08 -0700

Date: 4/9/21

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
 Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon-#45G000240 _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: his grant increases beneficiary access to a volunteer counselor work force that is fully trained, ensures SMP volunteer counselors are equipped to respond to healthcare fraud inquiries, provides personalized counseling to an increasing number and diversity of beneficiaries needing locally-based counseling services, provides targeted community outreach to beneficiaries and increases healthcare fraud education and reporting. This Contract is 100% funded with Federal funds. Local Government is a SHIBA sponsor covering Clackamas County.

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H3S CONTRACT NUMBER: 10095

INTERGOVERNMENTAL AGREEMENT

Agreement No. 45G000240

This Agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”) and Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

Oregon Department of Human Services (DHS), Aging and People with Disabilities, Client Services Supports Unit is the State of Oregon’s recipient of the Senior Medicare Patrol (SMP) grant (CFDA 93.048) from the U.S. Administration for Community Living (ACL). Agency receives annual interagency sub-grant agreements from DHS to help carry out the SMP grant projects objectives. Agency is providing this sub-grant with the intention to improve and expand State efforts to provide Medicare (and Medicare-Medicaid dual-eligible) beneficiaries education on how to prevent, detect and report healthcare fraud, errors (waste) and abuse.

This federal grant from the ACL helps ensure states have a network of trained staff and volunteer counselors to accomplish this task. This grant increases beneficiary access to a volunteer counselor work force that is fully trained, ensures SMP volunteer counselors are equipped to respond to healthcare fraud inquiries, provides personalized counseling to an increasing number and diversity of beneficiaries needing locally-based counseling services, provides targeted community outreach to beneficiaries and increases healthcare fraud education and reporting. This Contract is 100% funded with Federal funds. Local Government is a SHIBA sponsor covering Clackamas County.

SECTION 3: EFFECTIVE DATE AND DURATION

The “Effective Date” of this Agreement is the later of (i) June 1, 2021, or (ii) the date this Agreement has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement terminates on May 31, 2022, with an option to renew up to a cumulative three (3) years.

The termination of this Agreement will not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by Local Government that has not been cured.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Lisa Emerson, Medicare (SHIBA) Program Analyst
Department of Consumer and Business Services
Oregon Health Insurance Marketplace
350 Winter Street NE
PO Box 14480
Salem, OR 97309-0405
503-947-7087
lisa.emerson@oregon.gov

4.2 Local Government's Authorized Representative is:

Lois Orner, Human Services Manager
Clackamas County Social Services, Volunteer Connection
2051 Kaen Rd
PO Box 2950
Oregon City, OR 97045
503-655-8269
lorner@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth in Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Not to Exceed Compensation

The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is \$10,000.00. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement, and will not pay for Services performed before the Effective Date or after the

expiration or termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Local Government performs Services subject to the amendment.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall

be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1** "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 9.1.2** "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.
- 9.1.3** "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing

elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to

controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

In the event Local Government is in default under Section 11, and such default remains uncured 15 business days after written notice thereof to Local Government, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 13.1** The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. In the event Agency is in default under Section 12, and such default remains uncured 15 business days after written notice thereof to Agency, and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate,

a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN AGREEMENT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
 - 16.2.1** Upon 30 days advance written notice to Local Government;
 - 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or

appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

- 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 business days after written notice thereof to Local Government; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 business days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

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

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

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

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Unless exempt, Local Government shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Local Government, or to the Services or deliverables, or to any combination of the foregoing.

24.1 Audits:

Local Government shall comply and, if applicable, cause subcontractors to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled “Audits of States, Local Governments and Non-Profit Organizations” as implemented by 45 CFR 92.26. The Agency reserves the right to audit, at the Agency’s expense, all records pertinent to this Agreement.

24.2 Federal Terms and Conditions:

Local Government shall comply and cause all subcontractors to comply with all federal laws, including, without limitation, those set forth in Exhibit C, which is attached and incorporated by this reference.

SECTION 25: INDEPENDENT LOCAL GOVERNMENTS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), Exhibit C (Federal Terms and Conditions), Exhibit D (Additional Requirements), Exhibit E (SMP Request for Reimbursement Form).

Signatures on next page

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

AGENCY: Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division

Clackamas County Board of County Commissioners (BCC)

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

Signing on Behalf of the Board:

By: _____

Printed Name: Tootie Smith

Title: BCC Chair

Date: _____

FEIN: 93-6002286

COBID: N/A

AGENCY: State of Oregon, Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

Reviewed by: _____
Chiqui Flowers

Title: Administrator

Date: _____

Executed by: _____
Nancy A. Cody

Title: Designated Procurement Officer

Date: _____

Approved Pursuant to ORS 279A.140

DEPARTMENT OF ADMINISTRATIVE SERVICES:

Not Required per OAR 125-246-0365(4)

Approved Pursuant to ORS 291.047

DEPARTMENT OF JUSTICE:

Not Required per ORS 190.430

EXHIBIT A

STATEMENT OF WORK

SECTION 1: DEFINITION OF TERMS

- ACL - Administration for Community Living
- DHS- Oregon Department of Human Services
- CFDA - Catalog of Federal Domestic Assistance
- PM's – Performance Measures
- SHIBA - Senior Health Insurance Benefit Assistance Program
- SMP - Senior Medicare Patrol
- STARS – SHIP Tracking and Report System
- SIRS – SMP Information Reporting System

SECTION 2: SERVICES

(A) Local Government Responsibilities:

1. Healthcare Fraud:

Local Government shall:

- a) Provide one-on-one counseling and assistance to beneficiaries in need of healthcare fraud education including:
 - i. Providing information to help protect beneficiaries from healthcare fraud.
 - ii. Providing information on how to detect potential healthcare fraud.
 - iii. Providing assistance with reporting potential healthcare fraud.
 - iv. Providing assistance on resolving potential billing errors.
 - v. Conducting outreach events to provide healthcare fraud education to beneficiaries, including an emphasis on reaching rural, Hispanic, and tribal individuals.

2. Outreach:

Local Government shall:

- a) Increase targeted outreach in order to make beneficiaries aware of the available help.
- b) Provide one-on-one counseling to a greater number of beneficiaries needing locally-based counseling services.

- c) Distribute counseling resources and educational materials.
- d) If needed, create more counseling locations to reach beneficiaries.
- e) Assure full accessibility of SMP services to all beneficiaries. SMP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible beneficiaries with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
- f) Establish a sufficient number of staff (including volunteers) necessary to provide the services of healthcare fraud education and assistance.
- g) Assure that local SMP staff (including volunteers) has no conflict of interest in providing healthcare fraud education and assistance.
- h) Utilize state and federal training program materials as part of the training program to train staff (including volunteers).
- i) Ensure all staff (including volunteers) are trained on methods for data collection and reporting for federal grant requirements.
- j) Collect and disseminate timely and accurate healthcare fraud information to staff (including volunteers).
- k) Ensure that SMP services are publicized to beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SMP.
- l) Respond to requests for information and assistance in a timely fashion (the standard is within two (2) business days).
- m) Follow established referral process for handling complex inquiries.
- n) Make available to the Agency Contract Administrator office copies of all publications developed.
- o) Collaborate with the Agency Contract Administrator office to meet established performance measures. See Section 3(A)(4) for further details.
- p) Establish or ensure the capability to send and receive e-mail and to access and download Internet published information in the provision of SMP services.
- q) Ensure effectiveness and efficiency of service delivery by allowing the Agency Contract Administrator office to monitor and assess programmatic records, reports, and activities under this Agreement. The Local Government shall provide the Agency Contract Administrator access to all reports and records relating to this Agreement, subject to the maintenance of client confidentiality required by all governing entities.
- r) Notify the Agency Contract Administrator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers.

- s) Provide Agency Contract Administrator information regarding upcoming events on a monthly basis and not later than the 10th day of the month prior to the event.
- t) Assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
- u) Retain all records pertaining to this Agreement as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies of other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
- v) Notify the SHIBA-SMP Coordinator when SMP promotional materials need to be restocked to schedule delivery.
- w) Ensure at least one counselor has completed the SMP Complex Interactions training.
- x) Ensure all counselors have completed the SMP Foundations training within one-year of becoming a SHIBA Counselor unless a special exception has been made by SHIBA-SMP Coordinator.

3. Tracking and Recording:
Local Government shall:

- a) Track SMP volunteer hours that are not tracked on the Outreach, Media, or Individual Interaction forms in the Activity form section of the volunteer profile in SIRS.
- b) Record SMP Simple Inquiries, One-on-One Counseling and Complex Issues by completing the STARS Beneficiary Contact Form, including the send to SMP field when applicable.
- c) Complete Complex Issue electronic forms in the SMP Information and Reporting System (SIRS) for each complex issue and notify the Agency Contract Administrator upon completion.
- d) Record SMP volunteer hours by completing STARS Beneficiary and Group Outreach contact electronic forms and marking the send to SMP field.
- e) Record SMP outreach events by completing the STARS Group outreach and Media electronic forms, including marking the send to SMP field.

Local Government shall report all items a) through e) listed above using the following SHIP Tracking and Reporting System (STARS) database according to the listed schedule.

- Access is given by a registration and approval system. Agency approves access requests. Contact Agency Contract Administrator with questions or concerns.
- Links:
 - <https://stars.acl.gov/>
 - <https://smpship.acl.gov/>

SMP Activity Type	On-Line System	Due dates for entry
Simple Inquiry	STARS BCF	Monthly
One-on-One Counseling	STARS BCF	Monthly
Volunteer Hours (SIRS Activity)	SIRS Activity	Monthly
Outreach Events	STARS Group and Media Outreach forms	Monthly
Outreach materials distributed (Public and Media form)	STARS Group and Media Outreach forms	Monthly
Complex Issue	STARS BCF and SIRS SMP Complex	Upon completion of form

4. Performance Measures (PM's):

Local Government shall:

- a) Introduce SMP to its current volunteers and strive to positively train 100% of its volunteers at the SMP simple inquiry level.
- b) Train at least two (2) of its volunteers at the SMP complex inquiry level.
- c) Offer one-on-one SMP counseling by trained SMP counselors alongside its current counseling activities.
- d) Hold at least four (4) SMP outreach events per county per year with at least two (2) of these events per county targeting rural, Hispanic, and tribal individuals.

- e) Regularly ensure, as identified in this Agreement, that all SMP activity (one-on-one counseling and outreach events) is accurately recorded and reported to the State SHIBA-SMP Coordinator using the procedures outlined in t-w above.
- f) Be able to show continuous progression in the reach of its SMP activities (through one-on-one counseling/assistance and group outreach events).

5. Reporting:

Local Government shall:

- a) Train staff and volunteers performing SMP activities to record SMP work through the STARS Beneficiary Contact form and STARS Group and Media Outreach forms, to properly record all SMP activities.
 - 1. Include quarterly progress reports (Sept. 15, Dec. 15, Mar. 15, Jun. 15) using Exhibit E – SMP Request for Reimbursement Form.
- b) Reports will include an update on successes and challenges in implementing the project.

SECTION 3: PAYMENT TERMS

(A) Compensation

- 1. Agency agrees to pay Local Government a not-to-exceed amount of \$10,000.00 for performance of the work set forth in Section 2 for the period of June 01, 2021 through May 31, 2022. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL) and the Oregon Department of Human Services (DHS), Aging and People with Disabilities, Client Services Supports Unit

(B) Invoices

- 1. Local Government shall submit detailed invoices quarterly for Services provided. Invoices must be submitted using attached Exhibit E – SMP Request for Reimbursement Form.
- 2. Invoices must include the total amount invoiced to date by Local Government prior to the current invoice.
- 3. Invoice(s) shall be submitted to the Agency Authorized Representative by email.
- 4. Agency shall pay Local Government following Agency's acceptance, review and approval of the invoice(s) submitted.

EXHIBIT B
INSURANCE REQUIREMENTS

No insurance required

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all Local Governments to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. MISCELLANEOUS FEDERAL PROVISIONS.

Agency shall comply and require all Local Governments to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all Local Governments to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Agency Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402

2. EQUAL EMPLOYMENT OPPORTUNITY.

If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all Local Governments to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. CLEAN AIR, CLEAN WATER, EPA REGULATIONS.

If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all Local Governments to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency

shall include and require all Local Governments to include in all Agreements with Local Governments receiving more than \$100,000, language requiring the Local Government to comply with the federal laws identified in this Section.

4. ENERGY EFFICIENCY.

Agency shall comply and require all Local Governments to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. TRUTH IN LOBBYING.

By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency 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 Local Governments and Local Governments shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Agency under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract Agency, or agent acting for such Agency, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. RESOURCE CONSERVATION AND RECOVERY.

Agency shall comply and require all Local Governments to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. AUDITS.

- i. Agency shall comply, and require all Local Governments to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- j. If Agency expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to Agency within 30 days of completion. If Agency expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Agency is exempt from Federal audit

requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. DEBARMENT AND SUSPENSION.

Agency shall not permit any person or entity to be a Local Government if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Local Governments declared ineligible under statutory authority other than Executive Order No. 12549. Local Governments with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. DRUG-FREE WORKPLACE.

Agency shall comply and cause all Local Governments to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or while providing services to Agency Clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify AGENCY within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Local Government to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or Local Governments may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or Local Government has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or Local Government's performance of essential job function or creates a direct threat to Agency Clients or others. Examples of abnormal behavior include, but are not

limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. PRO-CHILDREN ACT.

Agency shall comply and require all Local Governments to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. MEDICAID SERVICES.

Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- k. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- l. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- m. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- n. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- o. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Local Governments and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. AGENCY-BASED VOTER REGISTRATION.

If applicable, Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. DISCLOSURE.

- p. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any Local Government in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any Local Government in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity
- q. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law
- r. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- s. Local Government shall make the disclosures required by this Section to Agency. Agency reserves the right to take such action required by law, or where Agency has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. FEDERAL INTELLECTUAL PROPERTY RIGHTS NOTICE.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
- (1) The copyright in any work developed under a grant, subgrant or Agreement under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a Local Government purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

15. WHISTLEBLOWER PROTECTIONS.

This Agreement includes the requirements of the "Pilot Program for Enhancement of Local Government Employee Whistleblower Protections". See, 48 CFR 3.908 of the National Defense Authorization Act (NDAA). By reference, these requirements are a term and condition of the Agreement.

16. DOMA: IMPLEMENTATION OF UNITED STATES V. WINDSOR AND FEDERAL RECOGNITION OF SAME-SEX SPOUSES/MARRIAGES:

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familiar relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

17. TRAFFICKING VICTIMS PROTECTION ACT.

Agency shall comply and require all Local Governments to comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

18. THE DEPARTMENT OF DEFENSE AND LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION APPROPRIATIONS ACT, 2019 AND CONTINUING APPROPRIATIONS ACT, 2019.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this Agreement apart from any coverage in the HHS GPS. Also, the general provisions from "The Department of Defense and Labor, Health and

Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019,” Pub. L. No 115-245, signed into law on September 28, 2018.

19. FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations.

20. SECURITY AND PRIVACY.

Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collect PII and/or Protected PII.

EXHIBIT D

ADDITIONAL REQUIREMENTS

CONFIDENTIAL INFORMATION:

Local Government shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered by Agency or stored by Agency for external parties.

All requirements imposed on Local Government under this section also apply to its officers, employees, agents and subcontractors that have access to any SHIBA Information Asset, and Local Government shall include these requirements in any subcontract that may provide such access by a subcontract Government, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset.

Local Government shall:

- a. Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency with fourteen (14) calendar days of the date such information changes for any reason.
- b. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. Local Government security measures must be documented in writing and be available for review by Agency request. Agency's review of the reasonableness of security measures, as well as Local Government's compliance with Agency's assigned access control or security requirements, will take into account Local Government's physical, administrative and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontract Governments.
- c. Prevent any unauthorized access to or disclosure of Agency's information systems and information assets. Take necessary actions to comply with Agency's determinations of the level of access that may be granted, as well as changes in levels of access, or suspension or termination of access as determined by Agency.
- d. Keep any Agency assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Local Government and its agents or subcontract Governments in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about Local Government's use or application of Agency access-controlled computer systems or Information Assets.
- e. Report to Agency any privacy or security incidents by Local Government, its officers, employees or subcontract Governments that compromise, damage or cause a loss of protection

to Agency Information Assets. Local Government shall report in the following manner:

- 1) Report to Agency in writing within five (5) business days of the date on which Local Government becomes aware of such incident; and
- 2) Provide Agency the results of the incident assessment findings and resolution strategies. Local Government shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any. If Agency determines that Local Government's security measures or actions required under this section are inadequate to address the security requirements of Agency, Agency will notify Local Government. Agency and Local Government may meet to discuss appropriate security measures or actions. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include, but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Agreement.
- 3) Agency may request additional information from Local Government related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by Local Government, its officers, employees, agents or subcontract Governments.
- 4) Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of Agency. Agency may also pursue other legal remedies provided under the law.

Exhibit E SMP REQUEST FOR REIMBURSEMENT FORM

Quarterly Date Range: _____

Sponsor Name: _____
 Counties Served: _____
 Agreement Number: _____ (SMP grant contract no.)
 Amount Requested: \$ _____

Required Information

SHIBA Sponsor Payee Name: _____
 Street Address/PO Box _____
 City, ST, Zip: _____
 Federal Employer Identification Number: _____

- 1) **Summary of Expenditures:**
 Provide a detail of expenditures for the reimbursement period.

Object Class Category	Federal Funds	Expense Justification Details
Personnel		
Fringe Benefits		
Travel		For mileage incl. (total travelers, total miles, rate per mile)
Equipment		
Supplies		
Contractual		
Construction		
Other		
Indirect		
TOTAL	\$ _____	

Submitter's Signature _____ **Date** _____

- 2) **Highlights of your organization's accomplishments and lessons learned. (highlights should correlate with expenditure details above and also relate to the Sub-grant contract's Key Objectives and Statement of Work (attach separate page).**

Please sign, scan and email your completed reimbursement request form to Lisa Emerson at lisa.emerson@oregon.gov and cc dawn.shaw@oregon.gov

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department:

H3S - Social Services

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Kristina Babcock

Requestor Contact Information:

kbabcock@clackamas.us

Department Fiscal Representative:

Jennifer Snook

Program Name or Number (please specify):

242 4345 05189 331067

Brief Description of Project:

The State of Oregon agrees to pay Clackamas County an amount not to exceed amount of \$10,000.00. Clackamas County will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals, family members, and caregivers information, counseling and assistance on health insurance matters. The Senior Medicare Patrol (SMP) program will help provide outreach, education, and individual counseling regarding Medicare/Medicaid fraud, waste, and abuse.

Name of Funding Agency:

Administration for Community Living (ACL)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://acl.gov/>

OR

Application Packet Attached: Yes No

Completed By:

Jessica Diridoni

04/07/2021

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

Announcement Date:

Announcement/Opportunity #:

Grant Category/Title:

SHIBA - SMP

Max Award Value:

\$10,000

Allows Indirect/Rate:

Match Requirement:

Application Deadline:

Other Deadlines:

Return to State ASAP

Award Start Date:

06/01/2021

Other Deadline Description:

Award End Date:

05/31/2022

Completed By:

Kristina Babcock

Program Income Requirement:

None - medicare eligible individuals

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Lois Orner

4/12/21

Lois Orner

Digitally signed by Lois Orner
Date: 2021.04.12 07:58:19 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	4/9/21	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.04.09 12:47:04 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh	4/12/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.04.12 16:25:06 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.13.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.04.13 08:48:15 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Community Development Division 2021 Action Plan

Purpose/Outcomes	Approval of the 2021 Action Plan and the 2021-2022 Funding Recommendations.
Dollar Amount and Fiscal Impact	Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year.
Funding Source	U.S. Department of Housing and Urban Development (HUD) grant funds. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	A Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs was held on April 8, 2021.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build a strong infrastructure
Counsel Review	NA
Contact Person	Mark Sirois, Community Development Manager - (503) 655-8591
Contract No.	NA

BACKGROUND: The Action Plan implements the goals and objectives of the 5th year of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the 2021 program year.

The 2021 projects were selected from applications submitted during a competitive Request for Proposals process in November and December of 2019. Applications were reviewed by Community Development staff and Funding Recommendations were reviewed and approved by the Community Development Policy Advisory Board. The Public Hearing included a list of funding recommendations for the 2020 and the 2021 program years.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Approve the 2021 Action Plan;

- 2) Authorize the Interim Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,

Rodney A. Cook, Interim Director

Attachments:

- Community Development 2021 Action Plan
- 2020-2021 Funding Recommendations

CLACKAMAS COUNTY

COMMUNITY DEVELOPMENT

2021 ACTION PLAN



Clackamas County
Community Development Division
Public Services Building
2051 Kaen Road – Suite 245
Oregon City, Oregon
(503) 655-8591
www.clackamas.us/communitydevelopment/

MAY 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair: Tootie Smith

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

County Administrator
Gary Schmidt

POLICY ADVISORY BOARD

Scott Archer, City of Canby
Jacque Betz, City of Gladstone
Leanne Moll, City of Rivergrove
Kay Mordock, City of Johnson City
Denise Carey, City of Estacada
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Dan Huff, City of Molalla
Jordan Wheeler, City of Sandy
Bryan Cosgrove, City of Wilsonville
Tony Konkol, City of Oregon City
Martha Bennett, City of Lake Oswego
Ann Ober, City of Milwaukie
Mike Barnett, City of Barlow
Sherilyn Lombos, City of Tualatin

DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES

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

Community Development Division
Pamela Anderson, Manager
Mark Sirois, Manager

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ATTACHMENT A.....Public Comments

ATTACHMENT B

ATTACHMENT C.....Certifications and SF 424 Grant Applications

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority and the Children, Families and Community Connections divisions. Clackamas County is mostly a rural county geographically with a large area of national forest land, but since most of the population lives in urbanized areas, the county is considered an "Urban County" by HUD.

This past year has been the COVID pandemic year which required that most county employees tele-work from their homes with added natural disasters of a forest wildfire and a winter ice storm as emergencies in competition with COVID.

All COVID grants and funding, activities and contracts have been in coordination with the County's Emergency Operations Center and a Vulnerable Populations working group.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Community Development Division staff have used community survey data, public meeting comments, public housing waitlist information, Portland metropolitan area housing information and several reports to select the following goals to accomplish over the next 5 years (2017 to 2021):

1. Community Infrastructure Improvements - 10,000 persons to benefit.
2. Public Facilities Improvements - 7,500 persons to benefit.
3. Public Services - 10,000 persons will benefit.
4. Housing Rehabilitation - 150 households will benefit.
5. Affordable Housing - 260 households will benefit.
6. Homeless Assistance - 1,750 homeless persons will be assisted with shelter and services.

Six (6) Assessment of Fair Housing Goals have been included in the 2017-2021 Consolidated Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Clackamas County Community Development Division has been a major partner and funder of many affordable housing projects, most of the senior centers and many neighborhood improvement projects throughout the county over the last 20 years. The impact of projects and services supported with grant funds is often limited by the federal grant regulations and the actual annual funding levels although communities and non-profit partners do bring private resources to leverage the federal funds.

Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

Clackamas County coordinates with and provides staff support to the homeless Continuum of Care.

Clackamas County has recently completed an Assessment of Fair Housing and established the following goals for program years 2017 to 2021:

1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs.).
3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Clackamas County Community Development Division maintains a Citizen Participation list of persons interested in programs and services funded by federal grants. Public meeting notices are posted in community newspapers and notices of funding availability are distributed throughout the county through newspapers, social media and email lists.

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident

survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online.

The Continuum of Care homeless services providers and public housing residents are engaged in annual public meetings to discuss programs, projects and services.

The general public is also invited and engaged through solicitation of feedback through community online surveys and public meetings.

The 2021 Action public participation process included newspaper advertisements, email distribution of meeting notices, a public meeting on February 24, 2021. The Draft Action Plan was posted on our website for public review and comment on March 25, advertised in local newspapers and an email notice was sent to a list of persons interested in our community development program. The review and comment period closed on April 26. All comments were accepted and are included in this plan as Appendix A.

A public hearing with the Board of County Commissioners on April 8, 2022, to report on program performance and to accept any public testimony. The Action Plan is scheduled to be approved by the Board for submittal to HUD on May 6, 2021 in a public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A Public meetings were held on February 24, 2021 and April 8 to gather public comments on housing and community development needs.

Comments were in favor of the Community Development Program, proposed projects and requested additional funding for food boxes, food pantries and food distribution to vulnerable populations throughout the county.

The draft 2021 Action Plan was posted for review and comment from March 25, 2021 to April 26, 2021. Comments submitted by email supported the Community Development Program generally, and requested more food pantry services and more homeless services.

The final plan will be approved by the board on May 6, 2021.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted and included in this plan as an Attachment A.

7. Summary

Clackamas County was severely impacted this past year by the COVID Pandemic, forest wildfires and a winter ice storm that did severe damage to power lines and the electrical power grid in Clackamas County.

The public comment period on the 2021 Action Plan was from March 25 to April 26, 2021 and the public hearing was held on April 8, 2021.

All comments were in support of homeless services, affordable housing projects and first time home owner programs.

All comments were accepted and are included in Appendix A. The Board of County Commissioners are scheduled to review and approve the final plan on May 6, 2021.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA Administrator		
HOME Administrator	CLACKAMAS COUNTY	Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions.

Clackamas County receives no HOPWA funds. Services for persons with AIDS are provided by the Cascade AIDS Project (CAP) in the nearby City of Portland, Oregon.

Consolidated Plan Public Contact Information

Office location: Community Development Division in the Public Services Building 2051 Kaen Road – Suite 245 Oregon City, Oregon (503) 655-8591

Community Development Website: <http://www.clackamas.us/communitydevelopment/>

Clackamas County Housing and Community Development website includes maps of low/mod income areas, funding policies, meeting notices, meeting schedules, Consolidated Plans, annual Action Plans, information on HOME repairs grants and loans, and other programs.

Staff Contacts:

Mark Sirois, Community Development Manager: 503-655-8591 or at marksir@clackamas.us

Pamela Anderson, Community Development Manager: 503-655-8591 or at panderson@clackamas.us

Steve Kelly, Project Coordinator: stevekel@clackamas.us

Amy Council, Project Coordinator: acouncil@clackamas.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Clackamas County is an urban and rural county within the Portland/Vancouver metropolitan statistical area. Clackamas County provides the bulk of the social services, assisted housing services and public housing to low-income residents in the county. Clackamas County provides direct services as well as providing federal and state funding to non-profit service providers and non-profit housing developers to build, purchase and maintain assisted housing throughout the county.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Clackamas County Community Development Division (CDD) coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The local public housing authority is a part of Clackamas County's Health, Housing and Human Services Department. Nonprofit and for profit housing developers and housing providers are in regular contact with CDD staff about project ideas and potential state and federal grants that could be combined with CDBG and HOME funds for a successful housing project proposal. The HOME program provides vital funding to affordable housing providers that also apply for state tax credit funding as one of few sources of funds available to develop affordable housing units in the rural parts of Clackamas County.

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. CDBG funds also provide support for the Housing Rights and Resources program, an H3S program in the Social Services Division. This program provides housing referral and information on all available housing services and resources to residents in need of affordable housing and related services.

CDD consults directly with the county primary care health facilities and health services to coordinate services and projects.

CDD consults directly with local governments (15 cities and towns in Clackamas County) regarding public facilities and infrastructure projects. Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings however due to scheduling conflicts staff from these governments rarely attend our public meetings.

Currently CDD has business and civic leaders engaged in the community and housing development needs assessment through their activities on non-profit boards, planning councils and commissions. Some non-profit agencies are considered civic organizations. CDD will continue to reach out to community groups that include civic and business leaders in the community. CDD is currently nurturing business contacts on the Housing Advisory Board that guides the Housing Authority of Clackamas County and county-wide affordable housing policy.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same CDD office uses CDBG, ESG and CoC funds to support homeless services and for the Homeless Point in Time (PIT) count of homeless persons. This year the count was conducted using only Homeless Management Information data and the Coordinated Housing Access data on housing requests.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The annual Continuum of Care renewal application funds over \$2,500,000 of services and rent assistance to homeless persons in the county. CoC efforts secure services and support for over 784 persons including 63 chronically homeless persons and 207 persons in veteran households (based on the CoC 2019 Housing Inventory Chart.)

Clackamas County is collaborating with Multnomah and Washington Counties in an ambitious and needed effort to create a PSH Plan for the tri-county region. The Corporation for Supportive Housing (CSH – www.csh.org) is leading the process with consultants from Context for Action, who are leading the community engagement processes in Washington and Clackamas County. Clackamas County CoC, CSH and Context for Action will convene key stakeholders from Clackamas County to participate in an ad-hoc Technical Advisory Group (TAG) to review key data, identify key levers, and provide context expertise on the region.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CDD staff coordinate the Continuum of Care monthly meetings and the CoC governing board activities. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the current CoC and ESG policies in December 2019.

CDD personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same CDD staff that coordinates the ESG funding applications and awards process. The FY 2020-2021 ESG funding recommendations were presented to the CoC Steering Committee on February 26, 2020. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

The CoC consults with Children, Families and Community Connections, a Workforce Investment Act partner and division of H3S, to conduct employment related training for homeless persons.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Housing Authority of Clackamas County
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority is staffed by Clackamas County employees. The Housing Authority Director reports to the H3S Department Director and coordinates housing activities with the entire department including the Community Development Division. The anticipated outcomes are coordinated efforts to preserve, maintain and build affordable housing units for low income residents as well as coordinated social services, primary health care, mental health services, fair housing events and employment training.
2	Agency/Group/Organization	NORTHWEST HOUSING ALTERNATIVES
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Housing Alternatives (NHA) is one of a few non-profit housing developers in Clackamas County. NHA staff are active on the Continuum of Care homeless council as a provider of homeless housing services and homeless prevention services with ESG funding, local government funding and private foundation funding.
3	Agency/Group/Organization	CLACKAMAS WOMEN'S SERVICES
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-homeless Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clackamas Womens Services is an active participant in the homeless Continuum of care as well as an HESG services provider. The agency is one of a few victim services providers in our county.

4	Agency/Group/Organization	Northwest Family Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Family Services provides culturally specific homeless services in Clackamas County and contributes to the Continuum of Care homeless planning efforts.
5	Agency/Group/Organization	CLACKAMAS COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Employment Service-Fair Housing Health Agency Child Welfare Agency Agency - Emergency Management Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clackamas County brings together numerous services to low-income, elderly, disabled and homeless people including housing, job training, health services, mental health crisis center and senior center services and meals on wheels to the elderly. The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. Consultation with the County Public Health Division on lead-based paint hazards is guided by State of Oregon Health Authority (OHA). If there is a complex case or child whose blood lead levels are not improving, an inspection of the home environment can be done, this is requested from OHA. OHA also provides the follow up on adult/occupational high lead level reports.
6	Agency/Group/Organization	CENTRAL CITY CONCERN
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides services and housing through the homeless Continuum of Care.
7	Agency/Group/Organization	Cascade AIDS Project
	Agency/Group/Organization Type	Housing Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is the only provider in the metro Portland Area that provides services to persons with AIDS.
8	Agency/Group/Organization	LEGAL AID SERVICES OF OREGON
	Agency/Group/Organization Type	Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid Services of Oregon (LASO) is a partner of our Housing Rights and Resources program and included in all fair housing planning efforts LASO is a regional and statewide legal aid organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. LASO also provides eviction prevention services.
9	Agency/Group/Organization	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Employment Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This State of Oregon TANF agency is located in our county and actively participates in the homeless Continuum of Care planning, meetings and governance.
10	Agency/Group/Organization	LIFEWORCS NORTHWEST
	Agency/Group/Organization Type	Services-homeless Services-Employment Business Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides outreach and health services to homeless youth. This agency is part of the homeless Continuum of Care.
11	Agency/Group/Organization	MULTNOMAH COUNTY
	Agency/Group/Organization Type	Services-homeless Other government - County Regional organization Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clackamas County staff participate in the Fair Housing Advocacy Committee (FHAC) that sponsored by Multnomah County, Gresham, and the City of Portland to advocate for policies, strategies, and resources to affirmatively further fair housing throughout Multnomah County. FHAC meetings are open to the public and public testimony is invited. For more information, visit www.portlandoregon.gov/phb/fairhousing .

12	Agency/Group/Organization	URBAN LEAGUE
	Agency/Group/Organization Type	Regional organization Business Leaders Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Urban League of Portland has been invited to participate in homeless planning efforts in Clackamas County. The Urban League DCL Organizing Project is a capacity building project in the African American community, to maximize our community power to impact city, county and state institutions and elected bodies. The focus of the program has been to increase advocacy and civic engagement by organizing individuals, developing leaders, strengthening partnerships among African American and other communities of color.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Clackamas County, Oregon	Homeless Services, programs and housing

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Assessment of Fair Housing 2017-2021	Clackamas County, Oregon	The Fair Housing goals are part of this annual Action Plan
Public Housing Plan	Housing Authority of Clackamas County	The PHA housing improvements and housing development efforts are included in the annual Action Plan
Affordable Housing Bond Measures	Metro Council	The Metro Council voted unanimously in June 2018 to send an affordable housing funding measure to the November ballot, asking voters whether the average homeowner should pay \$60 per year to help provide housing for 12,000 people. The bond measure passed to provide funding for affordable housing throughout the region including Clackamas County in support of Consolidated Plan Goals, PHA goals and County strategic plan goals. A second bond measure passed to provide funding for homeless services.
Tri-county Affordable Housing Strategy	Corporation for Supportive Housing	The City of Portland/Multnomah County Joint Office on Homeless Services received a grant from Metro to create a Permanent Supportive Housing (PSH) Plan for the tri-county region. The Corporation for Supportive Housing (CSH www.csh.org) will lead the process with a team of consultants. Using data driven strategies, CSH intends to engage in a multi-jurisdictional effort to determine approximately how much PSH is needed to greatly reduce chronic homelessness. In addition to the data, the project team will assemble a multi-jurisdictional steering committee

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The Housing Authority of Clackamas County has developed a Local Implementation Plan to provide services to homeless and low-income households throughout the county with the Metro Bond Supportive Housing Services (SHS) funds.

Continuum of Care annual plans reduce homelessness by providing services to move homeless persons into permanent housing and in many cases with supportive services to reduce the re-occurrence of homelessness.

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation process for this Action plan began in 2016 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. Legal Notice Advertisements for each public meeting were placed in all county newspapers and sent by email to all interested persons. The public meetings are held every year and for the 2021 Action Plan were held on February 24, 2021. The public hearing with the Board of County Commissioners was held on April 8, 2021.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Clackamas County Housing and Community Development Division works closely with the Housing Authority of Clackamas County, the County Behavioral Health Program, the homeless services Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County. This past year and the coming year will include numerous COVID CARES ACT funds for homeless services throughout the county.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently

prepared

- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,253,017	100,000	0	2,353,017	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,006,963	50,000	0	1,056,963	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	192,629	0	0	192,629	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG Program: Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total at least \$1,000,000. CDBG anticipates approximately \$100,000 of program income per year from the Housing Rehabilitation program loan repayments. For FY 2021, CDBG program income was a total of \$574,325 due to the low interest rate on home mortgages which allowed households to refinance and payoff the housing rehab loans.

The **Continuum of Care application** process will renew at least \$2,700,000 of funding annually for homeless services, programs and rent assistance for homeless individuals and families. In 2020 CoC was eligible to apply for an additional \$294,949 of funds in "bonus" projects however these projects were not awarded funds. In 2021 HUD will renew existing CoC contracts awarded the Clackamas Continuum a total of \$2,987,102 which includes additional funding due to increased Fair Market Rent (FMR) rates.

HOME Program Income

HOME Program Income (PI) is generated from the repayment of HOME loans that the county has made to affordable housing projects. As provided for in the 2016 HOME Interim Rule, Clackamas County will retain HOME PI that is received during the program year, and allocate it to a specific project or projects in the subsequent program year. For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

HOME Match Funds: The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million

ESG funds will be matched using private donations, local and state homeless prevention funds (EHA).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publically owned land is available for this purpose.

Discussion

The Housing and Community Development Division will continue to partner with the Housing Authority of Clackamas County, the County Behavioral Health Program, the County Health Centers, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels, anticipated program income, prior year funds carried forward and expected matching funds on individual community projects.

HOME Program Income

For the program year ending June 30, 2021, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2017	2021	Affordable Housing	Countywide	Affordable Housing	HOME: \$2,000,000	Rental units constructed: 300 Household Housing Unit Rental units rehabilitated: 100 Household Housing Unit Direct Financial Assistance to Homebuyers: 25 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
2	Housing Rehabilitation	2017	2021	Affordable Housing	Countywide	Affordable Housing	CDBG: \$1,000,000	Rental units rehabilitated: 50 Household Housing Unit Homeowner Housing Rehabilitated: 100 Household Housing Unit
3	Public Services	2017	2021	Non-Homeless Special Needs	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Assistance	2017	2021	Homeless	Countywide	Homelessness	ESG: \$600,000	Homeless Person Overnight Shelter: 1750 Persons Assisted
5	Public Facilities Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
6	Community Infrastructure Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
7	AFH Goal: Develop new housing units	2017	2021	AFH Goal 1	Countywide	Affordable Housing		Other: 500 Other
8	AFH Goal: Increase accessibility to housing	2017	2021	AFH Goal 2	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 6. Housing accessibility modifications		Other: 1 Other
9	AFH Goal: Housing access for protected classes	2017	2021	AFH Goal 3	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 2. Availability of affordable units Affordable Housing		Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal: Fair Housing laws and Increase public	2017	2021	AFH Goal 4	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies		Other: 400 Other
11	AFH Goal: Coordinate Fair Housing efforts	2017	2021	AFH Goal 5	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement		Other: 1 Other
12	AFH Goal: Healthy and Habitable Housing	2017	2021	AFH Goal 6	Countywide	AFH: 2. Availability of affordable units		Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Affordable Housing projects will be completed in partnership with non-profit and private housing developers.

2	Goal Name	Housing Rehabilitation
	Goal Description	Housing Rehabilitation for home owners and renters will be provided by the Housing Rehabilitation program and in partnership with non-profit housing developers.
3	Goal Name	Public Services
	Goal Description	Public Services will be provided in partnership with social services agencies, mental health organizations, employment training agencies and non-profit organizations.
4	Goal Name	Homeless Assistance
	Goal Description	Homeless assistance is provided through Emergency Solutions Grants and Continuum of Care funding and services. The estimated goals are based on the assumption that annual funding will remain at current year levels.
5	Goal Name	Public Facilities Improvements
	Goal Description	Public Facilities will be built or improved in partnership with non-profit agencies and cities.
6	Goal Name	Community Infrastructure Improvements
	Goal Description	Community Infrastructure needs will be resolved in partnership with communities.
7	Goal Name	AFH Goal: Develop new housing units
	Goal Description	AFH Goal 1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing. Metrics, milestones and timeframes: Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.

8	Goal Name	AFH Goal: Increase accessibility to housing
	Goal Description	<p>Metrics, milestones and timeframes:</p> <p>By 2018 begin collecting data on persons with disabilities access to home ownership and rental units in the jurisdiction.</p> <p>Beginning in 2017 promote the availability of any new affordable housing units directly to persons with disabilities and female head of households.</p>
9	Goal Name	AFH Goal: Housing access for protected classes
	Goal Description	<p>Race and National Origin are protected classes. Both the Hispanic population and the LEP population (a subset of the National Origin protected class) is growing in the region and in the jurisdiction. The jurisdiction plans to provide more information about housing programs directly to LEP populations in additional languages including Russian and Chinese.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2018, provide information to housing programs in 2 additional languages for the Housing Rehabilitation program.</p>

10	Goal Name	AFH Goal: Fair Housing laws and Increase public
	Goal Description	<p>Private discrimination in access to housing continues to occur in the jurisdiction and the region. Clackamas County has the Housing Rights and Resources (HRR) Program to increase public awareness about fair housing and to provide tenants and landlords information about their rights and responsibilities in fair housing. When staff determine that a potential housing discrimination has occurred a referral is made to Legal Aid or to Fair Housing Council for further exploration. Between July 1, 2015 and June 30, 2016, more than 2000 people called this program for housing information. More than 800 callers were assisted with rights and responsibilities information. 80 of the callers were calling with a specific discrimination issue which was clarified by HRR staff and as appropriate, callers were referred to Legal Aid Services of Oregon. The HRR program serves a vital function to screen appropriate cases to Legal Aid services. The jurisdiction will explore funding and partnership options to expand these legal services.</p> <p>Metrics, milestones and timeframes:</p> <p>Annually, at least 400 landlords and renters will receive information on fair housing laws and training on rights and responsibilities of tenants and landlords. (2000 people over 5 years).</p> <p>The number of potential discrimination referrals to Legal Aid and Fair Housing Council by Housing Rights and Resources program will be compiled and reported to HUD in CAPER reports.</p>
11	Goal Name	AFH Goal: Coordinate Fair Housing efforts
	Goal Description	<p>Regional partners continue to coordinate efforts to promote and expand fair housing laws and improve housing choice for all protected classes. Regional partners are coordinating efforts with the Fair Housing Council of Oregon to collect discrimination complaint data for examination and dissemination to local jurisdictions. Improved data collection will boost efforts to make the public more aware of the persistent discrimination that occurs in the private rental housing market.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2019 each jurisdiction in the region will have at least one shared goal regarding fair housing.</p>

12	Goal Name	AFH Goal: Healthy and Habitable Housing
	Goal Description	<p>Substandard housing conditions including fire danger, mold, rodents and bedbugs may have a disparate impact on protected classes that are more likely to occupy private low rent housing.</p> <p>Metrics, milestones and timeframes:</p> <p>Jurisdiction/County Adoption of a Residential Rental Maintenance Standard by 2020.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	CDBG Grant Administration 2021
2	HOME Grant Administration
3	ESG21 Grant
4	CDBG Housing Rehabilitation
5	Estacada Economic Development CLT
6	HOME TBRA
7	HOME Multifamily Housing Project
8	HOME CHDO
9	Sandy ADA Improvements at City Hall
10	ADA Ramp Work in Gladstone
11	HeadStart Building Improvements
12	Weatherization Mobile/Manufactured home roofing project
13	Janssen Road Permanent Supportive Housing
14	Optional Emergency Assistance 2021
15	Clackamas County Employment Investment Program
16	Housing Rights and Resources 2021
17	Children's Programming for Victims of DV and Child Abuse
18	NHA Annie Ross House Shelter Operations
19	Clackamas County Point in Time Count Jan 2023

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on consultation with community members, cities and non-profit agencies providing services throughout the county.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Grant Administration 2021
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$445,000
	Description	CDBG grant administration, planning, monitoring and reporting.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Grant Administration
	Location Description	Grant Administration
	Planned Activities	CDBG grant administration, planning, monitoring and reporting.
2	Project Name	HOME Grant Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$100,695
	Description	Grant administration, contracts, annual project monitoring and reporting to HUD.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	not applicable
	Location Description	not applicable
	Planned Activities	HOME Grant administration, contracts, annual project monitoring and reporting to HUD.
3	Project Name	ESG21 Grant
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	

	Funding	ESG: \$192,629
	Description	Emergency Solutions Grant (ESG) grant administration \$14,400, contract monitoring and reporting Emergency Solutions Grant Program including Shelter Operations \$100,000 and, Homeless Management Information System (HMIS) \$78,229 reporting and data quality assurance.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance. Project will include ESG CV funding and activities
	Location Description	Countywide
	Planned Activities	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance. Project will include ESG CV funding and activities
	4	Project Name
Target Area		Countywide
Goals Supported		Housing Rehabilitation
Needs Addressed		Affordable Housing
Funding		CDBG: \$497,817
Description		Housing Rehabilitation loans and grants
Target Date		6/30/2024
Estimate the number and type of families that will benefit from the proposed activities		50 households
Location Description		Countywide
Planned Activities		Housing Rehabilitation
5	Project Name	Estacada Economic Development CLT
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development

	Funding	CDBG: \$120,000
	Description	Funding to assist in the creation of jobs in Estacada for Cross Laminated Timber industry.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 families
	Location Description	Community wide
	Planned Activities	Eligible CDBG Economic Development activities for the creation / retention / expansion of jobs
6	Project Name	HOME TBRA
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$200,000
	Description	Tenant Based Rental Assistance
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	County wide
	Planned Activities	TBRA eligible activities
7	Project Name	HOME Multifamily Housing Project
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$680,268
	Description	HOME Multi family housing projects creation/rehabilitation
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	20 households
	Location Description	countywide
	Planned Activities	eligible HOME multifamily creation or rehabilitation housing units
8	Project Name	HOME CHDO
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$26,000
	Description	Community Housing Development Organization operations
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	CHDO operations will benefit the organization that serves families that are low to moderate income
	Location Description	countywide
	Planned Activities	CHDO
9	Project Name	Sandy ADA Improvements at City Hall
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$28,800
	Description	Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building.
	Target Date	3/2/2023
	Estimate the number and type of families that will benefit from the proposed activities	100 people with disabilities who enter the city hall for services and public meetings on an annual basis.
	Location Description	39250 Pioneer Blvd, Sandy, OR 97055

	Planned Activities	Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building
10	Project Name	ADA Ramp Work in Gladstone
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$100,000
	Description	Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.
	Target Date	3/15/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Gladstone, Oregon
	Planned Activities	Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.
11	Project Name	HeadStart Building Improvements
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$150,000
	Description	HeadStart preschool for low-income students building and property improvements in Estacada
	Target Date	3/7/2024
	Estimate the number and type of families that will benefit from the proposed activities	200 families that make use of these childcare services
	Location Description	The HeadStart building is in a residential neighborhood at 264 N Broadway St, Estacada, OR 97023

	Planned Activities	HeadStart preschool for low-income students building and property improvements in Estacada
12	Project Name	Weatherization Mobile/Manufactured home roofing project
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County
	Target Date	3/25/2024
	Estimate the number and type of families that will benefit from the proposed activities	10 householda will be assisted with a roof replacement.
	Location Description	
	Planned Activities	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County
13	Project Name	Jannsen Road Permanent Supportive Housing
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$265,000
	Description	Interior & Exterior rehabilitation of Jannsen Road Apartments, a 9 unit permanent supportive housing project for low-income families.
	Target Date	3/21/2024
	Estimate the number and type of families that will benefit from the proposed activities	9 households will benefit
	Location Description	
	Planned Activities	Interior & Exterior rehabilitation of Jannsen Road Apartments, a 9 unit permanent supportive housing project for low-income families.

14	Project Name	Optional Emergency Assistance 2021
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$25,000
	Description	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
	Target Date	3/7/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 households will be assisted
	Location Description	To be determined
	Planned Activities	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
15	Project Name	Clackamas County Employment Investment Program
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$40,000
	Description	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.
	Target Date	3/14/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 persons or households will be assisted
	Location Description	Office location is at 112 11th St, Oregon City, OR 97045
	Planned Activities	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.

16	Project Name	Housing Rights and Resources 2021
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Homelessness
	Funding	CDBG: \$125,000
	Description	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	350 households will be assisted with housing information.
	Location Description	Office location is at 2051 Kaen Road, Oregon City, Oregon 97045
	Planned Activities	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
17	Project Name	Children's Programming for Victims of DV and Child Abuse
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$15,000
	Description	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	Target Date	3/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	10 households will be assisted
	Location Description	Countywide service
	Planned Activities	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	Project Name	NHA Annie Ross House Shelter Operations

18	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Homelessness
	Funding	CDBG: \$50,000
	Description	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	Location Description	The Annie Ross House is in a residential neighborhood at 2316 SE Willard Street in Milwaukie, Oregon.
	Planned Activities	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
19	Project Name	Clackamas County Point in Time Count Jan 2023
	Target Area	Countywide
	Goals Supported	
	Needs Addressed	Homelessness
	Funding	CDBG: \$5,000
	Description	Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.
	Target Date	8/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1500 people will be counted
	Location Description	countywide
	Planned Activities	Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed throughout the county. No geographic areas in Clackamas County were targeted.

The 2020 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$92,100 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$46,050 per year or \$3,837 per month for a family of 4. For a single person the median income per year is \$64,500. A low income (50% of AMI) adult person would have an income of less than \$32,250 per year or less than \$2,687 per month.

In 2015, nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	90

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 43.44% low- and moderate-income residents. Clackamas County has a 43.44% low-and moderate income exception.

Discussion

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment

and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services.

Clackamas County Housing and Community Development Division reviewed both race and ethnic information from the 2010 Census Bureau to determine minority ranking. The 22 block groups with the highest minority ranking represent 10 percent of all the block groups in Clackamas County. A total of 37,379 persons were living in these high concentrations of minority areas. A new study will be conducted with the next Consolidated Plan development process.

Concentrations of Both high Low to Moderate Income and high Minority

2010 Census Bureau: 22 block groups are approximately 10% of the total number of block groups in Clackamas County. These nine (9) block groups rank in the top 22 for both minority and LMI, and represent the block groups with the highest concentrations of poverty and minorities.

Five (5) of the high concentration (HC) block groups are located in the North Clackamas Area. One (1) of the HC block groups is in Milwaukie and two (2) of the HC block groups is in Canby. A total of 13, 855 people live in these areas of concentrated minority and poverty.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clackamas County Community Development has 2 goals and 2 grants that support affordable housing. The Housing Rehabilitation Goal will be funded with CDBG funds to assist at least 30-40 households per year. HOME funds will assist 30 households per year through building new units, preserving existing units, providing Tenant Base Rental Assistance and homebuyer financial assistance.

Specific Projects in 2021:

- Housing Rehabilitation Program
- Tenant Base Rental Assistance
- HOME Multifamily housing - (Projects TBD)

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services.

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	30
Special-Needs	5
Total	55

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	11
The Production of New Units	10
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	51

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing preservation and new unit development continues to be a priority for the county and the state.

The County Housing Authority was recently awarded \$12 million per year for 5 years to develop

affordable housing units through a regional affordable housing bond measure. Tax payers voted in favor of creating more affordable housing units for low income households. The Housing Authority of Clackams County has created an office of development to allocate these new affordable housing funds to multifamily housing projects in accordance with the regional government funding requirements including community engagement and outreach to underserved populations.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Clackamas County (HACC) is a part (a Division) of the county's Health, Housing and Human Services (H3S) Department.

The Housing Authority of Clackamas County (HACC) is the recipient of \$116.2 Million dollars for the development and acquisition of newly affordable housing units with the urban growth boundary of Clackamas County. This allocation is part of a larger regional allocation of bond resources through the Metro Regional Affordable Housing Bond approved by voters in the tri-county area (Clackamas, Multnomah, Washington) in 2018. The timeline for expenditure of the bond resources into applicable units is over the next seven (7) years.

HACC has formed a housing development team to re-develop the public housing units and to develop new housing projects.

Actions planned during the next year to address the needs to public housing

- Provide resident service coordination.
- Provide case management services
- Provide opportunities for residents to engage in asset building and other strategies for achieving greater financial stability
- Provide Peer Support Services to vulnerable residents with mental health and addiction challenges
- Coordinate with local Workforce organizations to connect residents with employment and training opportunities
- Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.
- Provide service coordination and support to residents facing eviction or other unstable housing situations.
- Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage resident participation and leadership.
- Provide opportunities for continuing garden and nutrition education.
- Manage the Hillside Free Food Market in coordination with the Oregon Food Bank
- Maintain and manage community computers available for resident use
- Promote resident engagement and leadership through the HACC Resident Advisory Board
- Promote available community resources and opportunities available to residents through a quarterly

newsletter.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Public housing residents are encouraged to participate in PHA (HACC) management through participation in the activities of the Resident Advisory Board (RAB).

Public housing residents are encouraged to participate in home ownership. HACC residents are provided information about the Clackamas Homebuyer Assistance Program (CHAP) and the IDA Program.

HACC offers a range of economic empowerment strategies to assist public housing residents to become economically self-sufficient.

Under the HUD Resident Opportunity for Self-Sufficiency Grant (ROSS), HACC has a full-time Service Coordinator available to coordinate supportive services and other activities designed to help PHA residents attain economic and housing self-sufficiency.

Effective Partnership with Regional Workforce Agencies Connecting Residents to Employment and Training Opportunities: HACC collaborates with regional work force agencies including the Clackamas Workforce Partnership, Community Solutions of Clackamas County and WorkSource to connect residents with employment and training opportunities. Through these collaborative partnerships residents get basic soft skills instruction, participate in workshops and get support in job search activities, have opportunities to participate in paid on the job training, access training in targeted high growth industries such as construction, manufacturing, health care and technology.

Asset Building through Individual Development Accounts: Through the IDA program, HACC residents are provided with the opportunity to save for post-secondary education, to grow a business or to purchase a home using an IDA matched savings account. IDA matched savings accounts match every \$1 a participant saves with \$3. IDA savers must complete a 10 hour financial education workshop where they learn about budgeting, credit repair and credit building, debt management and avoiding predatory lending. IDA savers are also required to complete 6 hours of asset specific training related to their goal. Through the IDA program, residents are also linked to other financial empowerment resources such as free tax preparation sites, referrals to non-profit credit counseling agencies, home ownership counseling and opportunities to access low-interest emergency loans. HACC residents are also provided information about the Clackamas Homebuyer Assistance Program, a HOME funded down payment assistance program. By providing access to the IDA Program and the CHAP, Clackamas County encourages public housing residents to participate in homeownership.

HACC encourages Public Housing residents to engage in management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per

year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan. A member of the RAB has a permanent seat on the County's Housing Advisory Board.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Clackamas County (HACC) is not designated as a troubled PHA.

Discussion

The Housing Authority of Clackamas County (HACC) is the recipient of \$116.2 Million dollars for the development and acquisition of newly affordable housing units with the urban growth boundary of Clackamas County. This allocation is part of a larger regional allocation of bond resources through the Metro Regional Affordable Housing Bond approved by voters in the tri-county area (Clackamas, Multnomah, Washington) in 2018. The timeline for expenditure of the bond resources into applicable units is over the next seven (7) years.

Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is currently a staff-led 6 member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County. The HAB will assist HACC in review and selection of eligible bond projects through various solicitations for their use over the next seven year period.

Another Metro Bond Measure passed in May 2020 to provide additional funds for homeless services. Local Implementation Planning(LIP) is underway to develop public participation process to allocate the METRO homeless services funds to community-based and culturally specific homeless services provider agencies..

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The H3S Community Development Division (CDD) coordinates most of the homeless and other special needs activities through its partnerships with non-profit service providers, the Social Services Division, Continuum of Care, the Housing Authority of Clackamas County public housing agency. Activities include: CoC coordination, Homeless Point in Time count, ESG coordination, CoC Homeless Outreach and Discharge Planning.

Housing Assistance for Alcohol and Drug Recovery: The Behavioral Health Division (BHD) of Clackamas County has developed supportive housing for those in alcohol and drug recovery. BHD, through CODA, has implemented housing assistance and services program for Clackamas County residents in alcohol and drug recovery. The program has three main components: substance abuse recovery, finding any retaining permanent housing, and increasing income by connecting people with benefits and/or employment options. Direct client dollars can be used for, but not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income, homeless, or at risk of homelessness. BHD will also utilize state general fund A&D dollars to assist people, who are homeless, in obtaining recovery housing such as Oxford housing.

Central City Concern (CCC), a Portland-based non-profit organization runs several Alcohol and Drug free properties in Clackamas County. Chez Ami is a 40-unit property, mostly serving single people without children in the household. It is a Continuum of Care, Permanent Supportive Housing project. This program serves the most highly vulnerable homeless population with wrap-around case management support and assistance in connecting residents with A&D recovery services. Town Center Courtyards, another CCC property, has 60 units, serving families with children. Although this property is not strictly reserved for families experiencing homelessness, families often “graduate” homeless housing programs into this property.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Households with dependent children: Clackamas County (CC) Coordinated Housing Assistance (CHA), our CE program, conducts outreach to families w/ children. Orgs throughout CC are trained to help

families access CHA. Outreach is provided at agencies such as State Department of Human Services, WIC, and rural service-provider meetings. Fliers for CHA are provided and posted throughout CC. All homelessness prevention/diversion services are incorporated in our CHA system. The CoC includes Prevention, Diversion, ES, RRH and PSH for families w/ children.

Survivors/Victims of domestic violence: Programs for DV survivors are well-integrated into the CHA system. Survivors are assessed by the CHA DV door, including rural outreach workers. Survivors access all CHA programs, using a confidential “code-name” system to access mainstream housing programs.

The CoC includes prevention, diversion, ES, RRH, and PSH projects for DV survivors and their families. The COVID pandemic has exacerbated the crisis of domestic violence, and will continue to be a challenge into the next year. One DV ES transitioned completely to non-congregate sheltering, while another remained open at mostly full capacity, with increased cleaning and masking measures. The community has responded, using state and federal relief funds to increase non-congregate shelter capacity for survivors through hotel/motel vouchers and rapidly rehouse survivors and their families.

Unaccompanied youth: \$250,000 annually in YHDP funding has been invested to assess the individual needs of unaccompanied youth and young adults (YYA) experiencing homelessness or housing instability. Both agencies providing these services (Northwest Family Services and Ant Farm Youth Services) are trusted among both YYA-serving agencies and YYA experiencing homelessness and housing instability. The partnership reaches both urban and rural parts of the County, utilizes Youth Peer Support Specialists, provides diversion services, conducts Coordinated Entry Assessments, and connects YYA to permanent housing options, as needed. The CoC also includes prevention and TH for unaccompanied youth.

Persons who routinely sleep on the streets or in other places not meant for human habitation: Two service centers provide hot meals, clothing, medical services, and severe weather shelter. CHA screeners conduct weekly outreach at both service centers. CHA system coordinates with staff at these two sites, and the Outreach Connections subcommittee to the CoC, to screen unsheltered populations, and to locate them when a slot becomes available in a housing program. This has been extra challenging work during the pandemic, but the community has continues assessing those who are highly vulnerable and sleeping outside. At one service center site, staff were trained to conduct CE with participants as they utilize services. CC has plans to expand this model.

Homelessness among veterans: Veterans are screened through CHA and have access to all CHA programs. A veteran outreach worker conducts CHA assessments throughout the community. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. CC is part of an SSVF grant and coordinates with a nonprofit provider for outreach, homeless placement and homeless prevention. CC has over 80 VASH slots. SSVF and VASH are incorporated in the CHA system.

CC has seen a steady drop in veterans experiencing homelessness, and a significant drop with the

opening of a 24-unit Veteran-specific PSH and the success of several other Vet-specific PH programs. CC is considering taking the steps to officially declare functional zero in our fight to end veteran homelessness.

CC operates prevention, diversion, emergency housing, RRH and PSH specifically for homeless veterans.

Addressing the emergency shelter and transitional housing needs of homeless persons

The activities to address emergency shelter needs within the County will be funded through the Emergency Solutions Grants (ESG) program. 1000 Households will receive HESG program services from July 1, 2021 to June 30, 2022. The FY 2021 ESG allocation will be supplemented by matching funds at least equal to its amount. Homeless persons will also be receiving Shelter and Rapid Re-housing services funded by ESG COVID funds.

Activities to address ES needs within CC are funded through ESG, and supported with CoC, state, local, and foundation funds. Approximately 1000 Households will receive ESG program services from July 1, 2019 to June 30, 2020. CC's only family ES (non-DV specific) decided to remain open at 50% capacity and use ESG-CV and State-CV funds to increase capacity through non-congregate hotel/motel vouchers. DV ES information is included above. CoC and YHDP funds provide 30beds of TH for youth.

ESG-CV funds were used to fund non-congregate shelter to mostly single adults who were at high risk for complications if they contracted COVID-19. Those non-congregate shelter beds are connected to RRH and PH housing options, expanding overall ES capacity and moving those most in need quickly into permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Chronically homeless individuals and families: Clackamas County has 401 PSH beds, increasing steadily year over year. Outreach teams work to identify and complete CHA assessments with CH households to shorten length of time homeless. CC implements move-on strategies to assist CH households in graduating out of PSH, accessing affordable housing, and reducing returns to homelessness. Move-on strategies include creating Housing Choice Voucher preferences for PHS graduates and partnerships with affordable housing projects to allow for an easier transition to independence.

Families with children: Clackamas County has 415 beds for homeless families with children. System-wide prevention and diversion programs are operated to ensure housing programs are reserved for

those most in need. Diversion programs help serve more homeless families than traditional housing programs, reducing the length of time families experience homelessness. ES, TH, RRH, Joint Component TH/RRH and PSH programs include wrap-around case management to help families make the transition to permanent housing. Coordination between affordable housing developers and the CoC is growing to connect homeless families with affordable housing units, allowing for an easier transition off wrap-around assistance. Prevention/diversion programs prevent families from becoming homeless in the first place and from returning to homelessness.

Veterans and their families: Clackamas County has 249 beds for Veteran Households. Vet-specific housing programs, including prevention/diversion, ES, RRH and PSH, include wrap-around case management to help veteran households make the transition to permanent housing. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. This work is essential to identifying homeless veterans and placing them in housing programs that meet their needs, shortening the length of time they spend homeless. Prevention/diversion programs prevent veteran families from becoming homeless in the first place and from returning to homelessness.

Unaccompanied Youth: Clackamas County has 52 beds for Youth Households. YHDP funding nearly doubled the existing youth housing inventory and expanded youth-specific diversion and CHA access to serve more youth and reduce the length of time they spend homeless. Youth-specific housing programs, including prevention/diversion, TH, and Joint Component TH/RRH, include wrap-around case management and access to a youth-specific employment specialist to help youth households make the transition to permanent housing. Prevention/diversion programs prevent youth households from becoming homeless in the first place and from returning to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers youth in need to CHA for access to all CoC programs for a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized

Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until the youth is successfully transitioned to independent living.

Foster youth can access Chafee rental subsidies, CoC programs, and new Foster Youth to Independence vouchers to help them secure an apartment. YHDP planning is coordinated with DHS to ensure services are available and meet the needs of youth transitioning from foster care who are homeless or at-risk. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

Health Care: The discharge planning for low-income and disabled people has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, discharge planning is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients. This has begun to persuade hospital systems and health care providers to plan and act outside their silo, to begin discussions with CoCs about effective coordination, resource sharing, and homeless services provision.

Mental Health: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents are discharged from a psychiatric hospital without housing and services. In addition, Oregon is under an U. S. Dept. of Justice 4 year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced by the State, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

Corrections: The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff's Office (CCSO). The Transition Center is an all-in-one location providing services to people leaving jail or prison. Transition Center services include assistance in: housing, employment, mentors, mental health, mainstream benefits enrollment, education, parenting and addiction treatment assessment and referral. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share.

CCBH understands that successful re-entry will reduce incidence and cost of ER visits and hospitalization.

Discussion

Our Jurisdiction receives no HOPWA funding.

Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The majority of resident feedback during Assessment of Fair Housing community meetings was that most people liked where they lived, however, many people including persons with disabilities felt that it was very difficult to find another affordable unit should they want to move. Current state law provides a mechanism to ensure that a certain percentage of new development is reserved for low-income tenants (known as “inclusionary housing” or “inclusionary zoning”). Clackamas will be evaluating the feasibility and the various options for implementing inclusionary zoning within the county.

Zoning Issues: Multi-family housing developments are typically restricted to areas that are zoned as high or medium density residential in each community and throughout the jurisdiction. Communities have many requirements for multifamily housing including: amenities such as onsite parking, fire access, buildings that “match” the character of the neighborhood and traffic impact studies, etc. All these requirements of multifamily housing projects increase the initial cost and result in affordable housing that is expensive to build and maintain. The State of Oregon has a land use plan (Goal 10) that requires all communities to allocate land for multifamily developments however some communities are more compliant than others. State and regional housing advocates are beginning to challenge communities to meet the Goal 10 requirements to provide land for multi-family housing developments. In 2015 Housing Land Advocates joined the Coalition for Affordable and Safe Housing to repeal Oregon’s ban on inclusionary zoning, and allow Oregon communities access to this important tool for creating affordable housing in areas of opportunity. The ban was lifted in 2016 with the passage of HB1533 which became effective June 2, 2016.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In Clackamas County, many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out communities.

Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in

unsuitable or unsafe housing.

A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.

Households with extremely low incomes, especially those needing support services, find very few options. The Clackamas County 2017-2021 Comprehensive Plan, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents.

Discussion:

No additional information.

AP-85 Other Actions – 91.220(k)

Introduction:

Clackamas County Community Development Division (CDD) proposed the following actions in program year 2021-2022 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. CDD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

In FY2021 potential special needs housing projects include: Greenline/Fuller Road Affordable Housing, Webster Road Permanent Supported Housing (PSH) for homeless, elderly and disabled and, DevNW Cottage Cluster Housing units..

Actions planned to address obstacles to meeting underserved needs

Clackamas County CDD will address obstacles to meeting underserved needs in FY2021 through these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
5. Promote and assist the development of affordable housing which will be available to very low, low-, and moderate-income individuals and families.
6. Increase capacity to assist Homeless Families with Children - Housing Authority Metro homeless Services funds..
7. Develop a set of program policies to create a 15 percent set-aside in all new affordable housing

developments specifically to assist the targeted special need populations.

Actions planned to foster and maintain affordable housing

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. HCD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

For FY2021 HOME funded multifamily housing projects have yet to be determined due to the federal funding uncertainties and the ripple effect on the Low Income Housing Tax Credit program administered by the State of Oregon.

Actions planned to reduce lead-based paint hazards

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

Actions planned to reduce the number of poverty-level families

The Housing and Community Development Division (HCD) coordinates efforts with the Social Services Division (SSD) to reduce the number of households below the poverty line. SSDs activities include:

- Participation in and staffing of the Continuum of Care in Clackamas County as well as the Continuum of

Care Steering Committee (Governing Board) and the Homeless Policy Council.

- Coordination and maintenance of liaison relationships with McKinney Vento funded homeless liaisons that support the educational success of homeless children. These include each of the School Districts in the county, all Clackamas Educational Service District offices, and the State of Oregon Department of Higher Education.
- Contracting with a community based organization for a Homeless Student Success Project that enhances the capacity of the homeless liaison at the highest poverty school district in Clackamas County.
- Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
- Participation in the operations of the Janssen Transitional Housing Project (JTHP). SSD currently provides case management for the families living at Janssen. This HUD funded project, sponsored by the Housing Authority of Clackamas County, has been in operation for more than 20 years. JTHP provides seven (7) transitional housing units, intensive and comprehensive case management, flexible assistance to support residents increasing their income and housing stability, and other supportive services for homeless families with children.
- Maintain the Housing Rights and Resources Program which responds to the general public regarding emergency housing, housing discrimination, landlord-tenant concerns, low-cost housing, rent assistance and a variety of other housing-related issues.
- Maintain a contractual relationship with Legal Aid Services of Oregon and the Fair Housing Council of Oregon to support the delivery of Fair Housing services to Clackamas County residents. This contractual relationship hastens service delivery for people experiencing potential discrimination and/or fair housing violations.

Actions planned to develop institutional structure

The Community Development Division (CDD) coordinates efforts with the Social Services Division (SSD) to develop institutional structure to strengthen the services system in Clackamas County.

SSD and CDD worked together with Continuum of Care partners to develop and implement a county wide Coordinated Housing Access system. This system provides centralized access, eligibility screening and prioritization, using HUD guidelines, to all HUD funded homeless services and housing programs within the County. Three non-HUD funded homeless housing programs also elected to join the new

coordinated system.

SSDs activities include: - Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to caseload-managed clients of SSD.

- Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.

- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).

- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.

- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Service's, Annie Ross House, and the Inn Home emergency shelters.

- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.

- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.

- Operation of the Jackson Transitional program for adults who are homeless.

- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.

- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community efforts to identify and re-house chronically homeless persons.

Actions planned to enhance coordination between public and private housing and social

service agencies

The Housing and Community Development Division coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division (SSD) that provided housing referral and information services on all available housing services. H3S , CDD and HACC will coordinate on the following action items:

1. Coordinate with the Countys Community Health and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.
2. Maintain the SSD partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its seventh year, the program serves families with children for up to 12 months. SSD provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.
3. Maintain the partnership with SSD, Clackamas Women's Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.
4. Maintain the SSD partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.

Discussion:

Clackamas County Community Development Division (CDD) works in conjunction with the Housing Authority of Clackamas County, the Social Services Division, the Behavioral Health Division, Community Health Centers and community non-profit housing providers and private non-profit social services providers to address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in

management and encourage public housing residents to attain home ownership.

For the past year, using COVID funding has provided hotel vouchers and homeless assistance to prevent homeless persons from getting exposed to the CORONAVIRUS.

In 2021 CDD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless shelter and rapid rehousing services.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County allocations of CAREs Act CDBG CV and ESG CV funds have all been allocated to projects assisting homeless families and individuals with shelter services, hotel vouchers, rapid rehousing and services to provide rent assistance funds from other federal and state sources.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	25,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate offering any other forms of investment of HOME funds beyond those described in 24 CFR 92.205(b) in the 2021-22 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2021-2022. Matching funds will typically be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services. If actual matching funds fall short of the 25% required by the HOME program, the county has a substantial amount of excess HOME match accrued over past program years that it can apply towards the minimum matching requirements.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently prepared
- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Clackamas Homebuyer Assistance Program (CHAP) HAS FUNDED low-income first time

homebuyers with downpayment and reasonable closing costs.

In accordance with 24 CFR 92.254(a)(4), the period of affordability is five years. **This program has been postponed indefinitely.**

Should the CHAP property be voluntarily or involuntarily sold or title transferred, or should the owner no longer use the property as the primary residence, the entire amount of HOME funds invested in the project shall become immediately due and payable to the County. However, if the sale of the property occurs during the five-year period of affordability, and there are no net proceeds from the sale of the property, or the net proceeds are insufficient to repay the entire HOME investment due, the amount of HOME funds recaptured will be based on the net proceeds available from the sale, if any. The net proceeds are defined as the remainder of the final sale price of the property minus any superior non-HOME loan repayment and closing costs. 24 CFR §92.254(a)(5)

During the five-year period of affordability, the County may permit a subsequent low-income purchaser of a CHAP property to assume the existing CHAP loan and HOME recapture obligation entered into by the original buyer when, a) no additional HOME assistance is provided to the subsequent homebuyer, and, b) the subsequent low-income homebuyer meets all of the eligibility requirements of the CHAP. In cases in which the subsequent homebuyer needs (and qualifies for) HOME assistance in excess of the balance of the original CHAP loan, the HOME subsidy to the original homebuyer must be recaptured. A separate CHAP loan shall be provided to the new homebuyer, and a new HOME affordability period shall be established based on that assistance to the buyer. 24 CFR §92.254(a)(5)(ii)

More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Clackamas County intends to use the HOME affordable homeownership limits for the area provided by HUD. The County further ensures the long-term affordability of HOME-assisted homebuyer properties by enforcing resale and recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

The Clackamas Homeownership Assistance Program (CHAP) continues to be suspended for the 2021-2022 program year, due to lack of activity and staffing changes. Clackamas County uses the HOME affordable homeownership limits for the area provided by HUD. Eligible CHAP properties must have

a maximum price of 95% of current median purchase price for the area as established by HUD. The purchase price may not exceed the appraised value.

The County further ensures long-term affordability of HOME-assisted homebuyer properties by enforcing recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <https://www.clackamas.us/communitydevelopment/homebuyers>.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds in the 2021-22 program year.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Clackamas County has had several meetings with ESG providers and members of the CoC to develop CoC and ESG policies and performance standards. ESG policies have been developed in consultation with both ESG and CoC providers starting in January 2014 and on an ongoing basis. CDD staff consulted with CoC Steering Committee members on February 26, 2020 to discuss using ESG funds for Rapid Rehousing in 2021-2022.

CDD staff consulted with CoC Homeless Council members on February 26, 2020 to discuss using ESG funds for Rapid Rehousing in 2021-2022. CoC Steering Committee adopted the updated the CoC and ESG policies in December 2019.

CDD staff have attended CoC meetings for the last few years to discuss using ESG funds for HMIS ESG and CoC data collection efforts. CoC members have been aware and informed on the ESG program changes and funding. CoC members continue to be involved in developing performance measurement standards and priorities for both CoC and ESG funding.

The \$3,174,217 of CARES Act ESG COVID funds have all been allocated to house services through a

combination of County services and sub-recipient agreements with homeless services providers.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

A CoC working group of providers met in 2013 to implement coordinated assessment process. The result was a tool designed and agreed on by all affected programs with the intention of obtaining the most relevant information to make an appropriate referral. The Coordinated Housing Access (CHA) was launched on January 1, 2015 using a telephone call-in system and the HMIS system. CoC agencies and providers are continually reviewing the CHA processes to improve and streamline the intake process.

The CHA system covers the entire geographic region using a “hub” system as much as possible, though large portions of the county are rural and sparsely populated. The system is easily accessed, primarily through our Housing Rights and Resources line, a one-stop number for housing information. This number is made available through 2-1-1, the county’s website, flyers and referring agencies.

In the first 9 months of 2020 calendar year (January 1, 2020 to October 31, 2020), the Coordinated Housing Access line staff processed a total of 9,437 calls for assistance. 431 of those CHA calls were for people seeking help to escape domestic violence.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Currently ESG funds are allocated to 2 nonprofit providers and the County as the HMIS administrator. The process for making sub-awards was to advertise the availability of ESG shelter funding as part of a 2019 Shelter Notice of Funding Availability with the Social Services Division to include state shelter funding. 2 shelters were awarded ESG shelter operations funding for the 2020-2021 and 2021-2022 program years.

The contracts will be renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations.

In FY2021-22, the additional HMIS work required of all the ESG COVID funds has required that we increase our HMIS funding. The local Housing Authority will be hiring a full time HMIS staff person

to provide training and assistance in coordination with our CoC HMIS staff. We have anticipate increased the HMIS funding to provide support for the quarterly reporting required of all projects and services with COVID funding.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has a formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies that provide only emergency shelter services are evaluated by examining one measures of success: What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After another year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard. Since each shelter is population the specific performance can vary greatly.

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County CAREs Act CDBG CV and ESG CV allocations have all been directed to homeless shelter services, hotel motel vouchers, rapid re-housing services and services to distribute rent assistance from other federal and state sources.

ESG program staff are working closely with the Continuum of Care for homeless programs to coordinate efforts, implement a coordinated assessment process, establish CoC and ESG program policies and to

establish performance measures.

For the 2021 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on February 26, 2020. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. CoC members were invited to submit testimony on the funding levels and projects in the 2021 Action Plan at the April 8th public hearing.

ATTACHMENT A – PUBLIC COMMENTS

ATTACHMENT C – CERIFICATIONS AND SF 424S GRANT APPLICATIONS

NOTICE OF PUBLIC MEETING

The Clackamas County Community Development Division will hold a

PUBLIC MEETING

**An online meeting – see link below:
Wednesday, February 24, 2021
6:00 p.m.**

The purpose of the meeting will be to receive testimony from community members on housing and community development needs for the County's Community Development Program. Attendees can ask questions about the program and learn what types of projects are eligible for funding as well as how and when to apply for upcoming Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) grants to Clackamas County.

Please register for this meeting so that we know how many people to expect.
When: Feb 24, 2021 06:00 PM Pacific Time (US and Canada).

Click on this link to register in advance for this meeting:
https://clackamascounty.zoom.us/meeting/register/tZltceqrrDIjGdO-IN2N_eL8RIwPqgbg_Izv

After registering, you will receive a confirmation email containing information about joining the meeting.

Community member comments and views received at the hearing will be considered during the preparation of the County's 2021 Action Plan.

For more information contact Mark Sirois at marksir@clackamas.us or by phone at 503-655-8591.

Reasonable accommodation will be provided for any individual with a disability

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Mark Sirois, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: marksir@clackamas.us.

Salvation Army CDBG Action Plan

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the Gospel of Jesus Christ and to meet human needs in His name without discrimination. -The Salvation Army's Mission Statement

The Salvation Army annually helps nearly 23 million Americans overcome poverty, addiction and economic hardships through a range of social services. By providing food for the hungry, emergency relief for disaster survivors, rehabilitation for those suffering from drug and alcohol abuse, and clothing and shelter for people in need, The Salvation Army is *Doing the Most Good* at 7,600 centers of operation around the country. In the first-ever listing of "America's Favorite Charities" by The Chronicle of Philanthropy, The Salvation Army ranked as the country's largest privately funded, direct-service nonprofit.

The Salvation Army Portland Tabernacle is an active member of the community, working to meet the needs of the most vulnerable since 1886 when services began in the streets of Downtown Portland. Current programming ranges from children's character building and senior programs, to Christmas toy distributions and social services.

Since the beginning of this year The Portland Tabernacle distributed 848 food boxes (\$38,559) in Clackamas through partnerships with local agencies including Bridging Cultures in Canby, Estacada Watch and Molalla. Additionally, over the last five months, through our relationship with the Oregon Food Bank, The Salvation Army Portland Tabernacle distributed 424 food boxes (\$19,279) and fresh produce (\$1,084) through our Free Food Market program in Happy Valley. The numbers reflect Portland Tabernacle's new service focus area in Clackamas County. The numbers do not include recent disaster relief efforts including three months focused on emergency COVID-19 food boxes, (serving an additional 20,000 people across Portland metro), nor the food and donation management at the Clackamas Town Center's RV evacuation site during the recent wildfires.

To better serve the increasing numbers of food insecure families in our community, we will, (with support from CDBG funding), increase the frequency of the Free Food Market from one day a month to one day a week. The cost to provide the necessary fresh produce over a period of 12 months is estimated at \$7,806. This amount provides for an additional 36 Free Food Market events a year.

Access to CDBG funds supports our goal of meeting human needs without discrimination, expanding our ability to "do the most good" for those in the most need in Clackamas.

Thank you for your consideration.

Captain Michael O'Brien
The Salvation Army Portland Tabernacle

Email from Debra Mason with the Clackamas Service Center
2/25/2021

Mission statement: Clackamas Service Center (CSC) is an inclusive, trauma-informed "one-stop-shop" where community members experiencing hunger and poverty can meet their basic food, health, and hygiene needs, and connect with supportive services to help them take their next steps toward stability and self-sufficiency.

Founded in 1973, CSC has a 48-year record of serving low- and no-income people in Clackamas and Multnomah counties. While the pandemic has altered how we are able to provide services, we have pivoted to a community-based model that reduces risk for community members, volunteers, and staff while ensuring that those hardest hit by the pandemic – BIPOC, houseless, and working-class community members – can access the resources they need. We offer free, customizable food boxes delivered directly to members' homes, culturally specific grocery boxes at North Clackamas school districts with high numbers of Latinx students, and shelf-stable groceries and prepared meals for people without kitchens at our campus. Along with the 'togo' meals, we also offer mail service, showers, clothing, and hygiene items. Approximately +12,000 people currently benefit each year from CSC food relief.

I do need to share with you CSC's expansion plan and hope to find funding through the county for this effort. I know that some funding will come from the Here Together initiative (hopefully) but I think possibly, Community Development as well. And other buckets-maybe? The expansion comes in two phases. We want to develop two service hubs, or rather add an additional hub and build out our current service hub. First phase, that we hope to launch this year, is to move our food operations to a warehouse or former grocery store site. As you know, we are cramped with the existing work we do, so at the very least to make our work easier but we want to grow-we need to grow. The demand continues to rise and Clackamas County is sorely underserved. We will grow our home delivery service (take over for the county with their food box program?) and also support other agencies in the county. With food operations moved, phase 2 will include building out day services here at the existing campus. Permanent laundry and showers, office space for CHA, LEAD Team, Outside In Medical, behavioral health, etc. will be a start.

We know our operating budget for the warehouse operations will be about \$240,000 per year, on top of current budget. I don't have a price tag for the property because property is hard to find in Clackamas!!! Any leads? We are viewing a property on Monday that has a monthly price tag of \$8,400; that would be on top of that earlier number. We would be interested in a purchase if that is an option. We do have some capital in reserve and we are ready to go but we will need support.

Debra Mason
(she | her | hers)
Executive Director
Clackamas Service Center
www.cscoregon.org
debramason@cscoregon.org
503-929-1601

**Clackamas County Community Development
Public Meeting Summary**

6:00p.m. Wednesday, February 24, 2021

Online via Zoom meeting

Oregon City, Oregon

In Attendance:

Peter Tompkins-Rosenblatt, Northwest Housing Alternatives

Jennifer Harvey, Children, Families and Community Connections

Korene Mather, Children, Families and Community Connections

Anna Hoesly, Micro Enterprise Services of Oregon

Dan Olmstead, Salvation Army

Colin Morgan-Cross, Mercy Housing

Rose M. Ojeda

Emily Murkland, Clackamas County Sustainability & Solid Waste

Simon Fulford, Parrott Creek Children and Family Services

Deena Feldes, Bridges to Change

Eleanor Hunter, Oak Grove

Steve Kelly, Community Development Division

Amy Council, Community Development Division

Pamela Anderson, Manager, Community Development Program

Mark Sirois, Manager, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides to Clackamas County. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County. Mark invited everyone to attend the additional meetings on April 8 and May 6th with the Board of County Commissioners to get approval to submit to HUD.

Mark gave a slide show presentation about the Consolidated Planning process to develop a 5 year plan that consists of the 5 individual annual plans that are essentially applications to HUD for funding. The 2021 plan is the last year of the current 5 year plan. The new funding cycle will begin again in October and November of 2021 when applications for CDBG and ESG funding will be available. The first batch of project funding will be for 3 years of funding recommendations for funding beginning July 1, 2022.

Mark continued by saying that the anticipated federal funding for CDBG, HOME and ESG in the coming year is still unknown. Although Community Development Block Grant (CDBG) funding for construction projects and services is expected to be at the

same level of about \$2 million per year. Funding for homeless services comes from the Emergency Solutions Grant (ESG) funding which is also expected to remain level at about \$190,000 per year. The HOME funding that is used to build affordable housing is expected to be about \$1,000,000 per year.

This past year, the Community Development Division has received over \$6 million of CDBG and ESG COVID grants. These grants have all been distributed by the County Emergency Operations Center for homeless services, homeless shelters, hotel vouchers and temporary rent assistance.

Also if anyone has any questions after this meeting they can email Mark anytime. Mark then reviewed the list of funding recommendations for the 2020 and the 2021 program years. Mark explained that one project in 2020 had been cancelled. The projects listed in the 2021 column of the funding recommendations will be part of the draft 2021 Action Plan that will be posted in March. Interested persons on the email list will get a notice by email. The list of projects includes several ADA sidewalk improvements in several cities. The funding recommendations often consider geographic distribution of funds across the county.

The Board of County Commissioners (BCC) Public Hearing for the Action Plan is scheduled for April 8 this year. The next CDBG plan year will begin July 1, 2021. Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas.

Public Comments:

Peter asked about the Tenant Based Rental Assistance funding. Mark explained that the Request for Proposals for this HOME funded activity had not been distributed yet due to staff being primarily occupied with distributing the COVID funding for homeless services.

Eleanor said that her Oak Grove community needs help to get through zoning and permitting for churches that want to help public planning around homelessness options. Mark asked that Eleanor provide additional information and that “siting” a project for affordable housing and homeless services generally draws lots of comments and questions from the community. Mark invited Eleanor to provide him with additional information so that they could prepare for the next funding cycle.

Someone asked if CDBG funds could support food work. Mark responded that yes, CDBG has funded numerous foodbank renovations and expansion projects.

Anna asked about the next funding cycle and mentioned that her organization does economic development work to keep people employed so that they will not need homeless assistance. Mark explained that in October and November there would be

additional meeting to explain the application process and that he would provide the old application questions to anyone who requested those by email.

Mark asked if there were any other questions or comments. Mark thanked everyone for attending and reminded them all to contact him with any questions and that the April 8th date with the Board of County Commissioners is a great opportunity to talk to the board about their projects and funding.

Mark also said that CDD staff are available anytime by phone and email to discuss potential project ideas and to help answer any questions about the CDBG application process.

The public meeting concluded at 6:50 p.m.



March 31, 2021

Mark Sirois, MPA
Clackamas County HHHS Department Manager
Community Development Division
2051 Kaen Rd
Oregon City, OR 97045

Re: Community Development Block Grant Program

Dear Mr. Sirois:

The City of Estacada would like to express our appreciation for the Community Development Block Grant (CDBG) program which has been critical for making infrastructure improvements in the City of Estacada. We are grateful that this program has been available to our community and always look forward to working with you and your staff.

The City has made improvements to several streets, installed ADA-accessible sidewalks, made stormwater improvements, and upgraded water services in areas of our community that were in great need. Without the CDBG program funding up to 80% of the cost of the projects, the City would not have been able to make those needed improvements in a timely manner. The program has also supported our local Community/Senior Center in making needed improvements to their building.

We are grateful that Clackamas County manages the CDBG program because with the complexities of the program, the City's limited staff would not likely be able to manage a program of our own. You and your staff have always been professional and great to work with, and we appreciate the hard work and commitment to our small, rural town. Without the support of Clackamas County's staff, CDBG funds would likely be out of reach for our community.

Sincerely,

Denise Carey,
City Manager



Public Works Department

117 N Molalla Avenue

PO Box 248

Molalla, Oregon 97038

Phone: (503) 829-6855

Fax: (503) 829-3676

March 23, 2021

Mark Sirois, MPA

Clackamas County HHHS Department Manager, Community Development Division

2051 Kean Road #245

Oregon City, OR 97045

RE: Clackamas County Community Development Division

Dear Mr. Sirois,

I am writing this letter on behalf of the City of Molalla to acknowledge your departments support on our recent Community Development Block Grant project. Steve Kelly, Project Coordinator professional and positive support was instrumental in the success of the Fenton Avenue Reconstruction project that converted and narrow roadway with no sidewalks or street lighting to one with drainage, ADA accessible sidewalks and ramps, streetlighting, and upgraded water and sewer systems. This project also served a low-income housing facility run by Molalla Garden LP. Attached are two aerial images for before and after the project.

When I arrived in Molalla approximately 4.5 year ago, the project planning phase was already underway, and Steve helped me quickly get up to speed on project needs, timelines, and budget requirements. His help allowed the City to adequately fund not only the CDBG portion of the project but also needed underground work on Fenton Avenue.

The Community Development Division has been invaluable in assisting the City of Molalla navigate the CDBG program process and we look forward to working with your staff again in the future. Thank you.

Respectfully,

Gerald Fisher, PE, Public Works Director

Cc: Dan Huff, City Manager
Steve Kelly, Project Coordinator

Molalla - Fenton Avenue

Pre-CDBG project

Google Earth

Fenton St

Indian Oak Ct

E Heintz St

Finneys Ave

300 ft

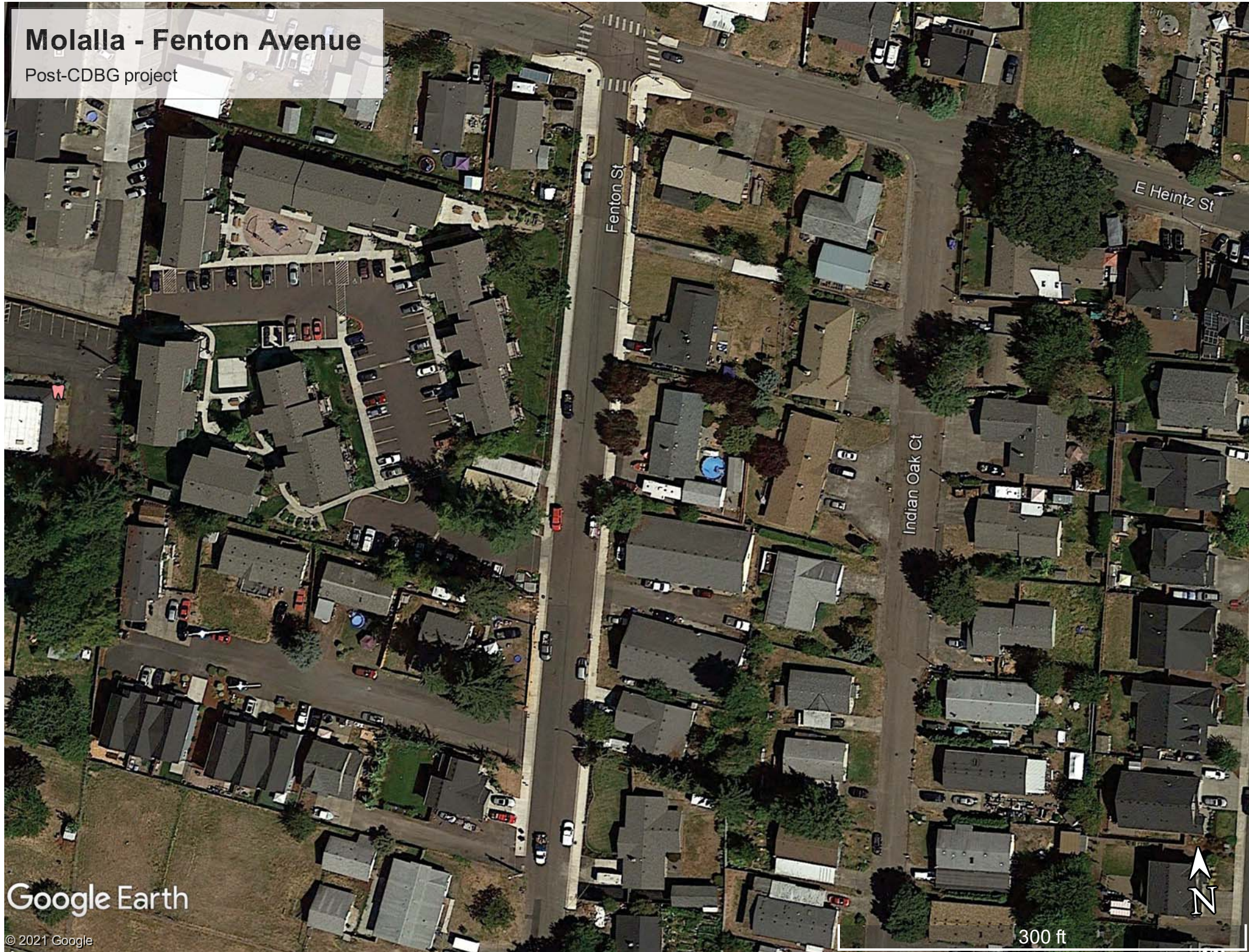


Patrol St



Molalla - Fenton Avenue

Post-CDBG project



Google Earth

© 2021 Google

300 ft



March 17, 2021

Mr. Mark Sirois
Manager
Community Development Division
Clackamas County Health, Housing and Human Services Department
2051 Kaen Road #245
Oregon City, OR 97045

Dear Mark:

I am writing to thank you and Steve Kelly for the support we received from the Community Development Division through the Community Development Block Grant (CDBG) program for our recent ADA ramp improvement project.

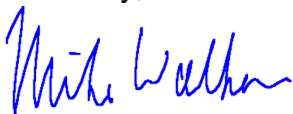
We were able to replace 31 non-compliant ADA ramps constructed in the 1970s and 80s with approximately \$168,000 in CDBG funding and a City in-kind match. In the upcoming funding cycle we have a project to install ADA-compliant automated doors at three entrances to City Hall. We hope to complete more ADA improvements in Sandy using CDBG funds in future funding cycles.

In previous years we have been able to install curbs, sidewalks and paving on unimproved streets, provide sanitary sewer service in an area with failing on-site sewage disposal systems and expand the Sandy Community Center all with CDBG funding.

These funds are very important to small communities with limited budgets and CD staff shoulders all of the burden of complying with Federal CDBG program requirements.

Please email me at mwalker@ci.sandy.or.us or call 503-489-2162 if you have any questions or need more information.

Sincerely,



Mike Walker
Public Works Director

cc: file

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: CLACKAMAS COUNTY 2021 CDBG
--	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: B-21-UC-41-0001
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: CLACKAMAS COUNTY, OREGON	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	* c. Organizational DUNS: 0969926560000

d. Address:

* Street1: 2051 KAEN ROAD #245
Street2: <input type="text"/>
* City: OREGON CITY
County/Parish: <input type="text"/>
* State: OR: Oregon
Province: <input type="text"/>
* Country: USA: UNITED STATES
* Zip / Postal Code: 97045-4035

e. Organizational Unit:

Department Name: HEALTH, HOUSING & HUMAN SERVICES	Division Name: COMMUNITY DEVELOPMENT DIVISION
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: MARK
Middle Name: <input type="text"/>	
* Last Name: SIROIS	
Suffix: <input type="text"/>	
Title: MANAGER	

Organizational Affiliation: COMMUNITY DEVELOPMENT DIVISION

* Telephone Number: 503-650-5664	Fax Number: 503-655-8563
---	---------------------------------

* Email: MARKSIR@CLACKAMAS.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,253,017.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,253,017.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

CLACKAMAS COUNTY 2021 HOME

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

M21-UC-41-0201

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

CLACKAMAS COUNTY, OREGON

* b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002286

* c. Organizational DUNS:

0969926560000

d. Address:

* Street1:

2051 KAEN ROAD #245

Street2:

* City:

OREGON CITY

County/Parish:

* State:

OR: Oregon

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

97045-4035

e. Organizational Unit:

Department Name:

HEALTH, HOUSING & HUMAN SERVICES

Division Name:

COMMUNITY DEVELOPMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

MARK

Middle Name:

* Last Name:

SIROIS

Suffix:

Title:

MANAGER

Organizational Affiliation:

COMMUNITY DEVELOPMENT DIVISION

* Telephone Number:

503-650-5664

Fax Number:

503-655-8563

* Email:

MARKSIR@CLACKAMAS.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-238

CFDA Title:

HOME - HOME INVESTMENT PARTNERSHIP PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,006,963.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,006,963.00"/>

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- Yes
- No

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21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

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Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: CLACKAMAS COUNTY 2021 HESG	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: E21-UC-41-0003	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: CLACKAMAS COUNTY, OREGON		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	* c. Organizational DUNS: 0969926560000	
d. Address:		
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County/Parish:	<input type="text"/>	
* State:	OR: Oregon	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code: 97045-4035	<input type="text"/>	
e. Organizational Unit:		
Department Name: HEALTH, HOUSING & HUMAN SERVIC	Division Name: COMMUNITY DEVELOPMENT DIVISION	
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Prefix: Mr.	* First Name: MARK	
Middle Name:	<input type="text"/>	
* Last Name: SIROIS	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: MANAGER		
Organizational Affiliation: COMMUNITY DEVELOPMENT DIVISION		
* Telephone Number: 503-650-5664	Fax Number: 503-655-8563	
* Email: MARKSIR@CLACKAMAS.US		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-239

CFDA Title:

EMERGENCY SOLUTIONS GRANT PROGRAM - HESG

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR EMERGENCY SOLUTIONS GRANT PROGRAM - HESG 2021

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="192,629.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="192,629.00"/>

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- a. This application was made available to the State under the Executive Order 12372 Process for review on
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*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

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Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR
APPLICANT ORGANIZATION CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SRV	DATE SUBMITTED 

**Appendix B -2021
CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

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

Date

Specific CDBG Certifications

Clackamas County, the Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2021** (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

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

Date

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

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

Date

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, 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 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, the jurisdiction 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 – The jurisdiction 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.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction 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, the jurisdiction 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 the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – The jurisdiction 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.

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

Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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

Funding Recommendations

for the 2020-2021 Community Development Block Grant Program and the 2020-2021 HOME and Emergency Shelter Grant Programs

Community Development Block Grant City Projects

2020

2021

Canby

- | | |
|---|------------------|
| <p>1. ADA Ramp and Sidewalk Improvements
ADA ramp and sidewalk improvements within Canby, north and south of Hwy. 99E and other areas as needed.</p> | <p>\$120,000</p> |
|---|------------------|

Estacada

- | | |
|--|------------------|
| <p>2. Estacada Economic Development CLT Gap Financing
Funding for the City of Estacada to assist Sauter in the creation of four jobs benefiting the Estacada community. The specialized wood processing plant will be a state of the art facility can compete globally and locally.</p> | <p>\$120,000</p> |
|--|------------------|

- | | |
|--|------------------|
| <p>3. ADA Main Street and NE 6th Street Crossing
Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.</p> | <p>\$110,000</p> |
|--|------------------|

Sandy

- | | |
|---|-----------------|
| <p>4. Sandy ADA Improvements at City Hall
Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building</p> | <p>\$28,800</p> |
|---|-----------------|

Gladstone

- | | |
|--|------------------|
| <p>5. ADA Ramp Work city wide
Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.</p> | <p>\$100,000</p> |
|--|------------------|

West Linn

- 6. Willamette Falls Cultural Center ADA Improvements** \$75,000
ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.

**Community Development Block Grant
Countywide**

2020

2021

-
- 7. HeadStart Building Improvements** \$150,000
HeadStart preschool for low-income students building and property improvements in Estacada.
- 8. Weatherization Mobile/Manufactured home roofing project** \$75,000 \$75,000
Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
- 9. 2020 2021 Housing Rehabilitation Program** \$536,606 \$497,817
Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
- 10. Sandy New County Health Clinic** \$350,000
Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.
- 11. Security Enhancements for The Village Emergency Shelter** \$ 17,100
Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.
- 12. Estacada Community Center HVAC Project** \$66,400
Replace 6 aged all-in-one Heat Pumps located on roof of Estacada Community Center
Moved to 2020 program year
- 13. Jannsen Road Permanent Supportive Housing** \$265,000
Interior & Exterior rehabilitation of Jannsen Road Apartments, a 9 unit permanent supportive housing project for low-income families.

14. Love INC. Facility For Homeless Services	\$450,000	
Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County. CANCELLED		
15. Molalla Adult Center HVAC Upgrades	\$100,000	
Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.		
16. WeBUILT 2 Property Purchase in Clackamas		\$245,000
Purchase property adjacent to current project to build 8 larger living units for disabled persons with job development activities matching veteran mentors to disabled persons desiring work. Moved to 2020 program year		
17. Optional Emergency Assistance	\$80,000	\$25,000
Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.		

**Community Development Block Grant
PUBLIC SERVICES**

2020 2021

18. Clackamas County Employment Investment Program	\$50,000	\$40,000
The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.		
19. Clackamas County Housing Rights and Resources	\$125,000	\$125,000
Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.		
20. CWS Children's Programming for Victims of DV and Child Abuse	\$15,000	\$15,000
Mobile advocacy and safety planning for children and families in rural and marginalized communities.		

monitoring and reporting to HUD.

HOME Grant Sub-Total \$2,345,044 \$1,006,963

***Note: 2020 amount includes \$1,300,000 of HOME funds carried forward from prior years**

Emergency Solutions Grant

Unincorporated/Countywide Projects

2020

2021

28. CWS Emergency Shelter for Domestic Violence Survivors	\$41,254	\$41,254
Funding to continue the operation of emergency shelter services for homeless households fleeing domestic and/or sexual violence. Services include shelter, case management, housing referrals, mental health counseling and nutrition.		
29. NHA Annie Ross House Emergency Homeless Shelter	\$58,746	\$58,746
ESG funding to support Annie Ross House Emergency Shelter operations that serves families with children who are currently experiencing homelessness.		

ADMINISTRATION and PLANNING

30. ESG Grant Administration	\$14,050	\$14,400
Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting		
31. Emergency Solutions Grant HMIS	\$73,303	\$78,229
Funding for ESG Homeless Management Information System to maintain data quality, measure performance, user licensing/training and reporting to HUD.		

ESG Grant Sub-Total \$187,353 \$192,629

Next page – Continuum of Care

Continuum of Care**Unincorporated/Countywide Projects****2020****2021****32. Continuum of Care (CoC) Planning****\$70,591****\$70,591**

CoC funding to coordinate and coordinate the homeless count efforts across the county and submit annual funding applications for over \$2 million of HUD Continuum of Care (CoC) funding for county agencies and non-profit providers of services and housing to homeless persons in Clackamas County.

33. CoC HMIS**\$70,862****\$70,862**

CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.

34. Youth Homelessness Demonstration Project Planning**\$53,298**

Planning, community coordination and outreach to Secure grants to prevent and end youth homelessness

CoC Grant Sub-Total**\$ 194,751****\$ 141,453****All Grants (CDBG, HOME, ESG and CoC) Grand Total****\$5,285,854****\$3,594,062**

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Clackamas Women’s Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Clackamas Women’s Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$1,204,804 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 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. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 12, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-023, H3S#10100

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Clackamas Women's Services provides services and receives referrals for survivors of domestic violence in Clackamas County. Under this agreement, Clackamas Women's Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Clackamas Women's Services has already successfully delivered \$150,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Clackamas Women's Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

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

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-023**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10100

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 **Clackamas Women’s Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Sue Aronson***

Program Manager: ***Teresa Christopherson***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suearo@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Melissa Erlbaum***

Program Representative: ***Amv Doud***

Clackamas Women's Services
256 Warner Milne Rd.
Oregon City, OR 97045
503-655-8600
melissae@cwsor.ora

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045
503-655-8600

DUNS: 959059759

RECITALS

1. SUBRECIPIENT provides housing assistance, money management, and trauma-informed social service support to households impacted by domestic violence.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated

1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("ACT").

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State 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. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2021** and expiring **December 31, 2021**, 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. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
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.
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 the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services ("OHCS") award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. 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.** The maximum, not to exceed, grant amount COUNTY will pay is **\$1,204,804**. 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 Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- **\$926,796:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
 - **\$176,846:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
 - **\$101,162:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.
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 one or more anticipated funding sources, including but not limited to OHCS or the federal government, 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, unexpended balances of any 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.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. 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 not included with 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 Treasurer 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 biweekly 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) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule 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 the 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, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. 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 OHCS, 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 200.331 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.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS 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 the 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 three (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 OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

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

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 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 the Clackamas 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) 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 personally identifiable information, 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, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for 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, CVRRP funded services.
- 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 Grant be given a copy of the statement required by subsection (a) above.
 - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - 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 (consistent with ORS Chapter 180) the State of Oregon, OHCS 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. 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 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: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, and as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, and as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

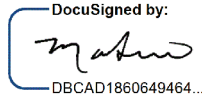
If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Clackamas Women's Services

DocuSigned by:

DBCAD1860649464...

By: _____
Authorized Signature

Melissa Erlbaum 4/21/2021

Printed Name Date

256 Warner Milne Rd

Street Address

Oregon City, OR 97045 503-341-7115

City / State / Zip / Phone

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor, April 12, 2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program 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 rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

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 CCSS.
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 and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. 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.

15. 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 the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

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.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

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

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **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:

- i. 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 OHCS for the purpose of program reporting.
- ii. 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.
- iii. 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 OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY's Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.

- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed One Million, Two Hundred Four Thousand, Eight Hundred Four? Dollars (**\$1,204,804**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY'S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred .Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible

expenditures must comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$27,923	\$41,915	\$101,162
Administration	\$37,231	\$46,573	0
Rent Assistance	\$111,692	\$838,308	0
Total	\$176,846	\$926,796	\$101,162

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.

Clackamas Women's Services

21-023 H3S 10100

Organization Name

Melissa Erlbaum

Award Number or Project Name

Executive Director

Name and Title of Authorized Representative

DocuSigned by:



4/21/2021

Signature

DBCAD1860649464...

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks 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.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **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.**
- C. 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.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #: 21-023
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Clackamas Women's Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: 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 (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: _____

Exhibit G: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and 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 OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by 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 OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS 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, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
 - 13) Provide COUNTY and OHCS 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, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from 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 OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS 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.
- 18) SUBRECIPIENT understands and agrees that this Grant is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to 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) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved 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.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. 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.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. 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 OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and 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. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. 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.

31) 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.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A 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. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. 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 OHCS 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.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

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 OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS 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) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- 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.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A RE-ALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).
(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing; (ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(1) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Clackamas Women's Services
H3S# 10100, Subrecipient # 21-023
EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Clackamas Women's Services 256 Warner Milne Rd. Oregon City, OR 97045	DUNS Number: [Recipient to provide] 959059759 Taxpayer Identification Number: [Recipient to provide] 93-0900119
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Melissa Erlbaum Executive Director

DocuSigned by:

Authorized Representative:
DBCAD1860649464...

Title: [To be signed by chief executive officer if recipient is a local government.]

Date signed: 4/21/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021**

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. 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 due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owned portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.
- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
 2. Assure that program services are available to 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. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.
- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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EXHIBIT L

Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) *Release of Information*

Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring. Personally identifiable information will be shared with Oregon Housing and Community Services as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and 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 subgrantee's or 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 OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee 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.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients 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.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and 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.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and 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”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee 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. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, 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 a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> • Loss of income due to COVID-19 related factors • Impacted by business closure due to COVID-19 • Diagnosed or exposed to COVID-19 • Compromised health status • Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> • Literally homeless • Imminent risk of homelessness • Fleeing Domestic Violence • Homeless under other federal statutes • Unstably housed 	<ul style="list-style-type: none"> • At or below 80% AMI 	<ul style="list-style-type: none"> • Program Delivery • Homeless Prevention • Rapid Re-Housing

(A) *Household Composition*

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) *Housing Status*

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

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

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

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **AND**
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);
2. Weekly wages by 52;
3. Bi-weekly wages (paid every other week) by 26;
4. Semi-monthly wages (paid twice each month) by 24; and
5. Monthly wages by 12.

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member’s health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household’s current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

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.

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

These policies and procedures must address the following elements:

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

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) *Program Delivery*

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) *Administration*

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee's grant spending in accordance with subgrantee's Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant's confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of "Client's Residence/Last Permanent Address" will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA's are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) *Case Files*

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). 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 subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) *Records Access*

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) *Records Retention*

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

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A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) ***Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."***

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) ***Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).***

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?

A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

EXHIBIT N

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG 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.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-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 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-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 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 CDBG-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 CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. 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 CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. 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 CDBG 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 CDBG 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. Organizational conflicts of interest. The provision of any type or amount of CDBG 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.
- h. 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 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG 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 CDBG 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.
- i. 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 CDBG.
 - 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 CDBG. 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 CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

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 CDBG 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 CDBG program, in providing services assisted under the CDBG program, and in providing services for occupants of facilities assisted under the program.

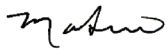
Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG are consistent with the jurisdiction's consolidated plan.

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 CDBG program is met in the following manner:

CWS includes feedback, input and oversight from people with lived experience in the following ways: in our governance structure-the Board of Directors includes people with lived experience; participants are asked to participate in an exit interview as well as anonymous survey when leaving the program; the Executive Director meets twice a year with the VOICES (Survivor) Advisory Council annually; the Latina Services Coordinator engages the Promotoras for feedback and staff with lived experience also provide input.

DocuSigned by:

DBCAD1860649464...

4/21/2021

Signature/Authorized Official

Date

Executive Director

Title

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Northwest Family Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Northwest Family Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$325,297 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 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. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 21, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-024, H3S#10101

BACKGROUND:

Healthy Families. Strong Communities.

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

www.clackamas.us

May 6, 2021

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Northwest Family Services provides services and receives referrals for youth experiencing homelessness in Clackamas County. Under this agreement, Northwest Family Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Northwest Family Services has already successfully delivered over \$107,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

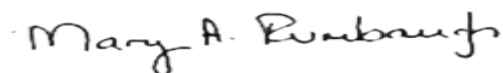
On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Northwest Family Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

Rodney A. Cook, Interim Director

Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-024**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10101

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 **Northwest Family Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Sue Aronson***

Program Manager: ***Teresa Christopherson***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suearo@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Emily Tingle

Program Representative: Corrie Etheredge

Northwest Family Services
6200 SE King Rd
Portland, OR 97225
503-546-6377

Northwest Family Services
6200 SE King Rd
Portland, OR 97225
503-546-6377

DUNS: 612467134

RECITALS

1. SUBRECIPIENT provides programs to youth experiencing homelessness.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG

funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“ACT”).

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State 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. Eligible expenses for this Agreement may be charged during the period beginning **January 1st, 2021** and expiring **December 31, 2021**, 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. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
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.
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 the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services (“OHCS”) award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. 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.** The maximum, not to exceed, grant amount COUNTY will pay is **\$325,297**. 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 Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY’s funding for this Agreement is as follows:

- **\$250,235:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
 - **\$47,748:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
 - **\$27,314:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.
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 one or more anticipated funding sources, including but not limited to OHCS or the federal government, 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, unexpended balances of any 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.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. 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 not included with 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 Treasurer 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 biweekly 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) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule 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 the 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, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. 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 OHCS, 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 200.331 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.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS 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 the 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 three (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 OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

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

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 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 the Clackamas 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) 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 personally identifiable information, 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, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for 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, CVRRP funded services.
- 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 Grant be given a copy of the statement required by subsection (a) above.
 - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - 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 (consistent with ORS Chapter 180) the State of Oregon, OHCS 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. 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 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: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

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

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Northwest Family Services

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:29:52
-07'00'
By: _____
Authorized Signature

CLACKAMAS COUNTY

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

Rose Fuller 4/26/21

Printed Name Date
6200 SE King Road

Street Address
Portland, OR 97222

City / State / Zip / Phone

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor 4-21-2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program 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 rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

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 CCSS.
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 and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. 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.

15. 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 the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

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.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

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

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **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:

- i. 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 OHCS for the purpose of program reporting.
- ii. 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.
- iii. 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 OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY’s Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.

- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed Three Hundred Twenty Five Thousand Two Hundred Ninety-Seven Dollars (**\$325,297**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is **January 1, 2021 to December 31, 2021**, and according to budget amounts as shown in table below. Program delivery will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements and as identified in

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$7,539	\$11,317	\$27,314
Administration	\$10,052	\$12,575	0
Rent Assistance	\$30,157	\$226,343	0
Total	\$47,748	\$250,235	\$27,314

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.

Northwest Family Services

#21-024, H3S#10101, ERA, STARR, CDBG

Organization Name

Award Number or Project Name

Rose Fuller, Executive Director

Name and Title of Authorized Representative

Rose Fuller

Digitally signed by Rose Fuller

Date: 2021.04.26 13:30:18 -07'00'

4/26/21

Signature

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks 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.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **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.**
- C. 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.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #:
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Northwest Family Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: 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 (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: _____

Exhibit G: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and 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 OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by 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 OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS 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, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
 - 13) Provide COUNTY and OHCS 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, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from 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 OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS 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.
- 18) SUBRECIPIENT understands and agrees that this Grant is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including applicable sections of OAR 813 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to 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) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved 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.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. 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.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. 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 OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and 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. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. 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.

31) 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.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A 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. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. 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 OHCS 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.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

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 OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS 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) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- 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.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A RE-ALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).

(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing; (ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(1) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Northwest Family Services
H3S# 10101
EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Northwest Family Services 6200 SE King Rd Portland, OR 97222	DUNS Number: [Recipient to provide] #612467134 Taxpayer Identification Number: [Recipient to provide] 93-0841022
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:30:48 -07'00'

Authorized Representative:

Title: [To be signed by chief executive officer if recipient is a local government.]

Rose Fuller, Executive Director

Date signed: 4/26/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. 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 due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.

- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.

 2. Assure that program services are available to 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. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.

 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.

 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) Release of Information

Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring. Personally identifiable information will be shared with Oregon Housing and Community Services as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and 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 subgrantee's or 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 OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee 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.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients 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.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and 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.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and 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”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee 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. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, 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 a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> • Loss of income due to COVID-19 related factors • Impacted by business closure due to COVID-19 • Diagnosed or exposed to COVID-19 • Compromised health status • Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> • Literally homeless • Imminent risk of homelessness • Fleeing Domestic Violence • Homeless under other federal statutes • Unstably housed 	<ul style="list-style-type: none"> • At or below 80% AMI 	<ul style="list-style-type: none"> • Program Delivery • Homeless Prevention • Rapid Re-Housing

(A) *Household Composition*

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) *Housing Status*

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

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

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

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **AND**
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member's health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

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.

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

These policies and procedures must address the following elements:

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

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) Program Delivery

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) Administration

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee’s grant spending in accordance with subgrantee’s Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant’s confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of “Client’s Residence/Last Permanent Address” will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA’s are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) *Case Files*

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). 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 subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) *Records Access*

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) *Records Retention*

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

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A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) *Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."*

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) *Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).*

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?
A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG 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.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-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 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-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 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 CDBG-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 CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. 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 CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. 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 CDBG 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 CDBG 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. Organizational conflicts of interest. The provision of any type or amount of CDBG 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.
- h. 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 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG 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 CDBG 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.
- i. 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 CDBG.
 - 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 CDBG. 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 CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

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 CDBG 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 CDBG program, in providing services assisted under the CDBG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG 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 CDBG program is met in the following manner:

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:31:11 -07'00' 4/26/21

Signature/Authorized Official Date

Rose Fuller, Executive Director

Title