

June 12, 2025

BCC Agenda \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Local Subrecipient Agreement with Northwest Family Services for the operation of a food pantry program in the City of Gladstone. Agreement Value is \$87,547 for 1 year. Funding is through the Supportive Housing Services Measure. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	BCC-Approved funding recommendations in response to NOFO for city-lead homeless services initiatives - April 3, 2024		
<b>Performance Clackamas</b>	1. This programming aligns with H3S's Action Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes: Amanda Keller	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Agreement (12101) to Northwest Family Services (NWFS) to provide funding for the operation of a food pantry program within the City of Gladstone.

This Agreement will provide funding support for the NWFS Gladstone Food Pantry program with the Gladstone School District and the City of Gladstone in collaborative partnership with the Oregon Food Bank. The Food Pantry provides free, healthy, and culturally preferred or diet-specific foods to those who experience emergency and ongoing food insecurity issues. Support for this community program increases food security for individuals and families in the Gladstone area.

Funding for this Agreement is provided through the Supportive Housing Services Measure Funds.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioners approve the Agreement (12101) with Northwest Family Services and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing & Human Services

For Filing Use Only

<b>CLACKAMAS COUNTY</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT #12101</b>	
Program Name: <b>Northwest Family Services</b> Program Number: N/A	
This Agreement is between <b>Clackamas County</b> , acting by and through its Department of Health, Housing and Human Services Department, Housing and Community Development Division ("COUNTY"), and <b>Northwest Family Services</b> ("SUBRECIPIENT")	
<b>Clackamas County Data</b>	
Grant Accountant:	Program Manager:
Clackamas County – Bouavieng Bounnam 2051 Kaen Road Oregon City, OR 97045 (503)742-5422 <a href="mailto:bbounnam@clackamas.us">bbounnam@clackamas.us</a>	Clackamas County – Vahid Brown 2051 Kaen Road, Suite 239 Oregon City, OR 97045 (971) 334-9870 <a href="mailto:vbrown@clackamas.us">vbrown@clackamas.us</a>
<b>Subrecipient Data</b>	
Finance/Fiscal Representative:	Program Representative:
Emily Tingle Northwest Family Services 6200 SE King Road Portland, Oregon 97222 (503) 546-6377 <a href="mailto:ETingle@NWFS.org">ETingle@NWFS.org</a>	Rose Fuller Northwest Family Services 6200 SE King Road Portland, Oregon 97222 (503) 546-6377 <a href="mailto:RFuller@nwfs.org">RFuller@nwfs.org</a>

### RECITALS

1. In working to improve coordination and collaboration, increase geographical distribution of services, and support local leaders in tailoring approaches to addressing housing insecurity and homelessness that best suit their communities, the COUNTY released a Notice of Funding Opportunity for city-led homelessness initiatives.
2. The funding opportunity is to spur creativity and innovation at the city level, empowering local leaders to supplement the often highly effective but under-resourced local efforts to meet the needs of very low-income households.
3. Proposed city-led initiatives were to have a clearly articulated connection to the needs of low- and extremely low-income households experiencing housing instability or homelessness and support the COUNTY'S recovery-oriented system of care.
4. The COUNTY received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals. Proposals were reviewed for:
  - a. Clear alignment with COUNTY goals and priorities for its recovery-oriented homeless services system of care;

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- b. Being additive to the system, consistent with the requirement that Supportive Housing Services investments supplement, not supplant, existing investments;
  - c. Leveraging connection points to broader recovery-oriented system of care; and
  - d. Having a duration not longer than three years, recognizing that the Notice of Funding Opportunity was for one-time and limited-term investments.
5. On April 3, 2024, the COUNTY Board of Commissioners approved of staff funding recommendations for proposals submitted in response to the Notice of Funding Opportunity for city-led homeless services initiatives.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on July 1, 2025 and will terminate on **June 30, 2026**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2025** and expiring **June 30, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. 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. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of the Metro Regional Government Supportive Housing Services program that is the source of the grant funding and other required information in Exhibits A through E, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State 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 other funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Metro Regional Government Supportive Housing Services funds issued to COUNTY by Metro Regional Government. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$87,547.00**. This is a cost reimbursement grant, which means, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request in Exhibit C. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

Unless otherwise specified, the SUBRECIPIENT shall submit monthly requests for reimbursement, on a form provided by COUNTY. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to SUBRECIPIENT following the



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COUNTY'S review and approval of the requests for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for reimbursement for, and the COUNTY will not pay any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT's failure to provide COUNTY information reasonably necessary for COUNTY to review a request for reimbursement for compliance with this Agreement may result in the COUNTY withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the COUNTY at law, in equity, or under this Agreement. Upon completion of services required under this Agreement or upon termination of this Agreement, any unexpended balances of grant funds shall remain with the COUNTY and any unexpended funds in the SUBRECIPIENT's possession will be promptly returned to COUNTY.

Invoices shall reference the above Contract Number and be submitted to: [HCDD-AP@Clackamas.us](mailto:HCDD-AP@Clackamas.us)

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
  - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
  - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
  - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT;
  - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose;
  - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement; or
  - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.
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.

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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. State Procurement Standards**

- a) 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 Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.

- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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 in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.
- d) 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.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

**13. General Agreement Provisions.**



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- 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.**
  - i. SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - ii. **Indemnification and Defense of Metro.** The SUBRECIPIENT agrees to indemnify, defend, save and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon SUBRECIPIENT's acts or omissions in performing under this Agreement. However, neither SUBRECIPIENT nor any attorney engaged by SUBRECIPIENT shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall SUBRECIPIENT settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **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.
- e) **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 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.
- f) **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.

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- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **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.
- m) **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. Agreement Documents.**

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B

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**SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT**

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

CLACKAMAS COUNTY

NORTHWEST FAMILY SERVICES

By: \_\_\_\_\_

By: Rose Juca

Its: \_\_\_\_\_

Its: Exec Director

Dated: \_\_\_\_\_

Dated: 5/19/2025

Approved to Form

By: Amanda Kelly  
County Counsel

Dated: 5/20/2025



**EXHIBIT A**  
**SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

<b>PROGRAM NAME:</b> Northwest Family Services	H3S #12101
<b>SUBRECIPIENT:</b> Northwest Family Services	

**Program Objectives**

SUBRECIPIENT operates a food pantry, the Gladstone Food Pantry program in Gladstone, with the Gladstone School District, and the City of Gladstone in collaborative partnership with the Oregon Food Bank to provide free healthy, culturally preferred and diet specific foods to those who experience emergency and ongoing food insecurity issues.

The Gladstone Food Pantry primarily serves Gladstone School District students and their families but also assists the elders served by the Gladstone Community Center as well as citizens of Jennings Lodge, Oak Grove and City of Gladstone including the residents of the 48-unit supportive housing facility, Tukwila Springs Housing Facility, for adults over 50 with special needs, many of whom were previously homeless. The operation of Gladstone Food Pantry is facilitated by the Pantry Manager; and, a dedicated team of local community volunteers.

SUBRECIPIENT will use funds provided in this program to reimburse eligible expenses for operation of the food pantry program, including reimbursement for approved third party operators. Reasonable eligible expenses for the operations of this food pantry program include, but are not limited to food, staff wages, rent, utilities, transportation costs to and from participating local food pantries, and costs associated with organizing and providing pre-made emergency food and supply boxes at pop up pantries within the community; whether the food pantries are operated directly by the City or through third party operators. Agency shall contact COUNTY in writing for clarification and/or approval for any contemplated expense related to this program not covered by the foregoing description of allowable uses of funds prior to incurring the expense. Correspondence from Agency seeking clarification or approval should be directed to [housingservices@clackamas.us](mailto:housingservices@clackamas.us).

The goal of the Gladstone Food Pantry is to increase food security for individuals, families, and community members through free nutritional support services, including an inventory of culturally-preferred foods for those who may be low income and who may be at-risk of or are experiencing housing instability or homelessness.

Each week, the Gladstone Food Pantry serves:

- 115+ household “shoppers”
- 30+ home-bound seniors
- 30+ Tukwila Springs residents

And during the school year, the Pantry, on a weekly basis, also serves:

- 20+ backpack buddies (backpacks sent home with children on Fridays with food for the weekend)
- 20+ GSD families

The operation of Gladstone Food Pantry is facilitated by the Pantry Manager, who is an employee of NWFS, and a dedicated team of community volunteers. On an annual basis, the value of volunteer hours dedicated to the operation of the Pantry is estimated to be over \$23,000.

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**Data Collection & Reporting**

SUBRECIPIENT will track basic demographic information such as age, gender, language spoken, race, and ethnicity of any guest that utilizes an SUBRECIPIENT-approved food pantry. SUBRECIPIENT will also track income type, household size, living arrangements, veteran or disability status, as well as government assistance eligibility/status. SUBRECIPIENT will track each guest/household served by SUBRECIPIENTS food pantries to determine the number of guests and households served during a given period of time.

SUBRECIPIENT will also keeps track of the volunteers and the number of volunteer hours worked each week. Reporting will include a summarization of the various data points mentioned above, demonstrating the need for food pantry services in The City of Gladstone, along with other visitation trends over time.

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**EXHIBIT B**  
**SUBRECIPIENT Program Budget**

<b>PROGRAM NAME:</b> Northwest Family Services		H3S # 12101
<b>SUBRECIPIENT:</b> Northwest Family Services		
<b>NWFS Budget (Gladstone Food Pantry)</b>		
Jul 1, 2025 - June 30, 2026		
<b>Line Item Category</b>	<b>Narrative/Description</b>	<b>Funds Requested</b>
<b>Gladstone Food Pantry</b>		
<b>Personnel (1.025 FTE)</b>		
Supervisor	.025 FTE x \$92,700	\$2,318
Pantry Manager	1 FTE x \$59,498	\$59,498
Fringe / Benefits	26% of above Personnel	\$16,072
<b>Personnel Subtotal:</b>		<b>\$77,888</b>
<b>Program Operations - Materials and Supplies</b>		
Tshirts	20 x \$10	\$200
Supplies		\$400
Supplemental food		\$1,101
<b>Program Operations - Materials and Supplies Subtotal:</b>		<b>\$1,701</b>
<b>Indirect Administration</b>		
Overhead/Admin	10%	\$7,959
<b>Indirect Subtotal:</b>		<b>\$7,959</b>
<b>Total Budget:</b>		<b>\$87,547</b>



**Exhibit C**  
**Required financial Reporting and Payment Request**

- 1. Funding.** The COUNTY may pay SUBRECIPIENT an amount not to exceed Eighty Seven Thousand Five Hundred Forty Seven dollars (\$87,547.00) (the "Funds"). Funds will be distributed on a reimbursement basis upon invoicing. SUBRECIPIENT shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.
- 2. Payment.** Unless otherwise specified, the SUBRECIPIENT shall submit monthly requests for reimbursement, on a form provided by COUNTY. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to SUBRECIPIENT following the COUNTY'S review and approval of the requests for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for reimbursement for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT's failure to provide COUNTY information reasonably necessary for COUNTY to review a request for reimbursement for compliance with this Agreement may result in the COUNTY withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the COUNTY at law, in equity, or under this Agreement.

Invoices shall reference the above Contract Number and be submitted to: HCDD-

AP@Clackamas.us

## EXHIBIT D General Administrative Requirements and Terms & Conditions

### 1. Status

a) COUNTY has determined:

☒ Entity is a non-federal subrecipient    ☐ Entity is a contractor    ☐ Not applicable

### 2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall 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) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.



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- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of Metro Regional Government Supportive Housing Services and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Metro Regional Government Supportive Housing Services, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by Metro Regional Government Supportive Housing Services 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.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Metro Regional Government Supportive Housing Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

**3. Default**

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
  - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
  - b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
  - c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
  - d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

**4. Remedies**

- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but



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not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

**5. HIPAA Compliance.**

SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2.

**6. 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.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **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 this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. 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.
- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information

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that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(12)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e) **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.

**7. Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.



## EXHIBIT E

### SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **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.

- 2) **Commercial General Liability.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

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.

- 4) **Professional Liability.**

☐ Required by COUNTY    ☒ NOT Required by COUNTY

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.

- 5) **Abuse and Molestation Clause.**

☐ Required by COUNTY    ☒ NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising



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out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

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