

June 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Local Subrecipient Grant Agreement with Clackamas Service Center for the Housing Assistance and Resilience for Tenants Program. Contract Value is \$450,000 for 1 year. Funding is through Metro Supportive Housing Services Measure Funds. No County General Funds are involved.

Previous Board Action/Review	Approved funding recommendations in response to NOFO for city-lead homeless services initiatives on April 3, 2024		
Performance Clackamas	1. This funding aligns with H3S's Strategic Action 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.		
Counsel Review	Yes, Amanda Keller	Procurement Review	Yes
Contact Person	Vahid Brown, HCDD Deputy Dir.	Contact Phone	(971)334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), the Health, Housing, and Human Services Department requests approval of a Local Subrecipient Agreement (12106) with Clackamas Service Center (CSC) for their Housing Assistance and Resilience for Tenants (HEART) program. This program is through the City of Milwaukie's City-Led initiative proposal under a new contract format.

Clackamas Service Center, Inc. (CSC) is a nonprofit agency that provides an array of services, including meals, groceries, access to hot showers, mail access, clothing, connections to health providers, referrals to benefits and resources, and other services, in addition to being an entry point for Coordinated Housing Access (CHA). They partner with several local agencies for resource connection and service coordination to serve people experiencing homelessness and those who are imminently at risk of experiencing homelessness.

This agreement will allow Clackamas Service Center to continue providing site-based outreach and engagement, offering essential services to build relationships and establish connections to housing stabilization opportunities. This agreement will also expand their HEART Program, which is modeled after a rapid rehousing program model, to serve a minimum of 70 additional households. HEART program staff help build relationships by meeting basic needs and then provide connections to housing, including temporary housing solutions and housing stabilization services for those experiencing or at risk of experiencing homelessness.

In addition, this agreement will expand CSC's provision of food boxes to serve up to

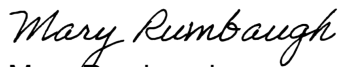
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348 Milwaukie residents facing food insecurity and housing instability by providing food boxes to Milwaukie households. Food boxes are available for pick up at the center or can also be delivered directly to those without transportation.

Funding is provided through Supportive Housing Services Measure funds.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Agreement (12106) with CSC and authorize Chair Roberts, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,



Mary Rumbaugh
Director of Health, Housing & Human Services

<p align="center">CLACKAMAS COUNTY LOCAL SUBRECIPIENT GRANT AGREEMENT #12106</p>	
<p>Program Name: <i>Clackamas Service Center, Inc.</i> Program Number: N/A</p>	
<p align="center">This Agreement is between <u>Clackamas County</u>, acting by and through its Housing and Community Development Division of the Department of Health, Housing and Human Services Department ("COUNTY"), and <u>Clackamas Service Center, Inc.</u> ("SUBRECIPIENT")</p>	
<p>Clackamas County Data</p>	
Grant Accountant:	Program Manager:
Clackamas County – Bouavieng Bounnam 2051 Kaen Road Oregon City, OR 97045 (503)742-5422 bbounnam@clackamas.us	Clackamas County – Vahid Brown 2051 Kaen Road, Suite 239 Oregon City, OR 97045 (971) 334-9870 vbrown@clackamas.us
<p>Subrecipient Data</p>	
Finance/Fiscal Representative:	Program Representative:
Celess Roman 8800 SE 80 th Ave Portland, OR 97206 (503) 771-7914 celessroman@cscoregon.org	Celess Roman 8800 SE 80 th Ave Portland, OR 97206 (503) 771-7914 celessroman@cscoregon.org

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;

- 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 Four Hundred Fifty Thousand Dollars **(\$450,000.00)**. 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

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 Agreement Number and be submitted to: 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.

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.

- 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.

- 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

[Clackamas Service Center, Inc.]

Local Subrecipient Grant Agreement – [H3S #12106] [City Led Initiatives]

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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

CLACKAMAS SERVICE CENTER, INC.

By: _____

By: Celess Roman Interim Executive Director


Its: _____

Its: Celess Roman

Dated: _____

Dated: 5/27/25

Approved to Form

By: 
County Counsel

Dated: 5/27/2025

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Clackamas Service Center, Inc.	H3S #12106
SUBRECIPIENT: Clackamas Service Center, Inc.	

Program Objectives

SUBRECIPIENT will provide the following services through their Housing Emergency Assistance and Resilience for Tenants (HEART) program. The HEART program is an anti-displacement program for Milwaukie residents that includes food access, rent assistance and eviction prevention.

The program will provide customized food boxes to 29 households per month with a goal of 348 households to Milwaukie residents. Boxes will be available at the Service Center. When participants are home bound or cannot get to the food pantry during business hours, SUBRECIPIENT will coordinate a grocery box drop off with participant at their residential address.

This service component type includes rental assistance and supportive services that can be used to help households move from being unsheltered or in unstable housing into stable, permanent housing. Services should align with the Housing First model. All households served with the HEART program must first be screened through Coordinated Housing Access (CHA) or through a partnership with Clackamas Service Center and school outreach liaison. Households that do not meet the criteria for referrals to the Social Service Rent Assistance program based on CHA's assessment will be referred to SUBRECIPIENT for use of HEART program funds to prevent housing displacement.

In addition, HEART program will focus on referrals for Milwaukie residents and prioritize families with school-age children enrolled in Milwaukie schools. Families with school-age children enrolled in the Milwaukie Schools, who live outside the school district boundary, would qualify for funding to address housing stabilization.

SUBRECIPIENT will work with the Clackamas County Housing Services Team (HST), including but not limited to the Program Team that provides coordination and support to navigation, outreach and engagement, safety off the streets, and housing retention programs. SUBRECIPIENT will ensure that its relevant staff attend required meetings and adhere to protocols and processes established by the Housing Services Program Team and are responsive to requests for information or other inquiries from the Clackamas County Housing Services Team.

SUBRECIPIENT would then support referred households with up to \$3,500 per year in assistance, unless the household met additional vulnerability criteria and presented with higher needs, in which case SUBRECIPIENT would assist these households with up to \$6,000 per year through FY25-26.

Services must meet each household's specific needs and must include, but not be limited to, the following:

- Move-in fees
- Landlord debt payments Housing Authority of Clackamas County (HACC)
- Rent arrears and utility assistance.

[Clackamas Service Center, Inc.]

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- Flexible funding to support housing stability goals
- Provide resource and referral to support increased income through education, employment, and/or benefits support
- Mediation or referral to mediation services, between the landlord and tenant, as needed
- Urgent need for funding, such as a 72-hour eviction notice or a move-in date
- Self-identified disability
- Must have a plan in place for ongoing housing and support, such as a voucher for rent assistance, a payment plan, or stable income
- individual working with another Supportive Housing Services (SHS) provider or advocate who can provide assistance in gathering required documentation

Additional vulnerability criteria:

- In order to be eligible for up to \$6,000 per year in FY25-26, a household referred to the HEART program would need to be – in addition to the other agreed upon criteria – one or more of the following:
- Experiencing a family emergency imposing sudden household costs that threaten housing stability, such as a death in the family
- Experiencing an economically impactful medical emergency, such as a hospitalization, emergency surgery, or medical treatment that temporarily disrupts household income, or an on-the-job injury for which the household is awaiting approval of work leave pay/workers' comp
- Identifying as members of an historically marginalized community (communities of color, especially Black and Indigenous communities, LGBTQIA2S+)
- Head of household or primary household income earner has one or more disabling conditions

Goals and Benchmarks

Outcome	Goal	Data Source
Data Completeness	95% participants entered in HMIS within 10 business days of intake	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, status changes and entering case managers	HMIS
Housing First Response	At least 10% of those referred to program are provided with Housing First Response	HMIS
Ending Homelessness	At least 95% of households maintain housing as of 6-month follow-up assessment	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams)/Sign in sheets

Benchmarks and Timeline:

1. Hire 100% of staff within 90 days of Agreement execution
2. Complete HMIS training for at least one staff member within 90 days of Agreement execution
3. All program staff to complete Housing First Aid/Diversion training within 180 days of Agreement execution.
4. Submit SUBRECIPIENT program manual and grievance policy within 180 days of Agreement execution. Grievance policy must be provided to all clients at intake and as requested.
5. Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
6. Staff will participate in BNL Case Conferencing within 30 days of being hired

[Clackamas Service Center, Inc.]

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7. Staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

- First time missing a benchmark/not making progress on goals
 - Monitoring meeting with HST to identify barriers and possible solutions
- Second time missing a benchmark/not making progress on goals
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark/not making progress on goals
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Agreement termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. SUBRECIPIENT is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

HST Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support SUBRECIPIENT in creating policy manual, as needed
4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Aid/diversion training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
8. Connect all contracted programs with the overall system of services for people experiencing homelessness
9. Support both formal and informal partnerships between provider organizations, including those newly formed
10. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer Support
11. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
12. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
13. Assist with program access prioritization, as needed

14. Incorporate participant voice in programming decisions
15. Maintain effective working relationships with contracted providers
16. Attend training and community/systems meetings
17. Provide or assist with creation of necessary participant/program forms
18. Support SUBRECIPIENT in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across contracted providers
19. Coordinate with SUBRECIPIENT to participate in by-name-list case conferencing meetings
20. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

SUBRECIPIENT Reporting Responsibilities:

1. Adhere to all data reporting requirements
2. Work with HST to continually improve on performance targets
3. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
4. Prepare an annual participant feedback report
5. Submit to monitoring for Agreement compliance
6. Staff Survey Data: County may require SUBRECIPIENT to cooperate with County, Metro, and/or and independent professional survey firm in the administration of a staff survey to collect anonymized information, including but not limited to staff demographics, classification, compensation, accessibility practices, and overall satisfaction and experiences. Staff participation in the survey shall be optional, and confidentiality of individual-level responses shall be preserved.

HST Reporting Responsibilities:

1. Work with SUBRECIPIENT to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with SUBRECIPIENT in a timely manner when additional data metrics are determined
4. Work with Contracted providers to continually improve on performance targets
5. Work with SUBRECIPIENT to identify strengths and weaknesses apparent in programming through data
6. Review and identify strengths and weaknesses from participant feedback report with SUBRECIPIENT
7. Monitor for Agreement compliance

SUBRECIPIENT will be required to follow all County policies including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: Clackamas Service Center, Inc.	H3S # 12106
SUBRECIPIENT: Clackamas Service Center, Inc.	

HEART - 400706		
Personnel		
Executive Director (salary)	Approximately 0.05 FTE	\$5,640.00
Program Director (salary)	Approximately 0.30 FTE	\$31,590.00
Day Services Manager (salary)	Approximately 0.05 FTE	\$3,874.10
Housing Specialist 1 (salary)	Approximately 0.10 FTE	\$7,372.20
Housing Specialist 2 (salary)	Approximately 1 FTE	\$75,000.00
Warehouse Manager (salary)	Approximately 0.22 FTE	\$17,046.04
Program Coordinator (hourly)	Approximately 0.10 FTE	\$6,379.00
Food Hub Driver (hourly)	Approximately 0.15 FTE	\$9,823.50
CFO contractor (hourly)	Approximately 0.03 FTE	\$11,544.00
HEART - 400706 Personnel Subtotal:		\$168,268.84
Program Operations - Materials and Supplies		
Program Expense Operations	misc office supplies, translation services, electric vehicle charger, warehouse lease	\$9,035.90
Start-Up Costs	\$0.00	\$0.00
HEART - 400706 Program Operations - Materials and Supplies Subtotal:		\$9,035.90
Client Services		
Flex Funds	Periodic rent assistance	\$214,000.00
HEART - 400706 Client Services Subtotal:		\$214,000.00
Indirect Administration		
Indirect Administration		\$58,695.26
HEART - 400706 Indirect Subtotal:		\$58,695.26
HEART - 400706 Total:		\$450,000.00

Exhibit C
Required financial Reporting and Payment Request

- 1. Funding.** The COUNTY may pay SUBRECIPIENT an amount not to exceed Four Hundred Fifty Thousand dollars **(\$450,000.00)** (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 Agreement 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.
- 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 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 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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 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 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.