

**SAMPLE ONLY**

**BALANCE OF STATE (BOS)**  
**STATE OF EMERGENCY DUE TO HOMELESSNESS**  
**SUBRECIPIENT CONTRACT**

Between  
Benton County, Oregon  
And  
[RECIPIENT NAME]

This Subrecipient CONTRACT (hereinafter “CONTRACT”) is made between Benton County, a political subdivision of the state of Oregon (hereinafter “COUNTY”), and [RECIPIENT NAME] (hereinafter “RECIPIENT”).

**WHEREAS**, On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017.

**WHEREAS**, Oregon Housing Community Services Department (hereinafter “AGENCY”) was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives.

**WHEREAS**, AGENCY will support such communities in deploying funds in a coordinated effort through Local Planning Groups established throughout all geographic regions of the Balance of State to accomplish the following objectives:

- I. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- II. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

**WHEREAS**, Pursuant to the Intergovernmental Grant Agreement between Benton County and Oregon Housing and Community Services (OHCS) (hereinafter referred to as IGA), AGENCY agrees to pay the COUNTY, from available authorized funds, the amount of actual expenses incurred by COUNTY in performing the grant activities referenced below, not to exceed \$2,441,682.95, to accomplish the following objectives by June 30, 2025:

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- I. Increase shelter capacity, quality, and utilization in the area covered by the COUNTY by 50 beds;
- II. Rehouse at least 31 households experiencing unsheltered homelessness in Benton County.

**WHEREAS**, Prior to eligibility for funding, COUNTY submitted a Regional Unsheltered Homelessness Emergency Response Plan (“HB 5019 Homeless Response Plan”) to AGENCY that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness.

**WHEREAS**, The COUNTY identified RECIPIENT as a community service provider to support Benton County meeting the objective of rehousing 31 households by June 30, 2025, as referenced above. RECIPIENT will provide based on the model of service defined in Exhibit A, Grant Activities, attached to this contract defining use of funds/project description and reporting requirements authorized for the purposes of this CONTRACT.

**WHEREAS**, The COUNTY agrees to pay the RECIPIENT, from available authorized funds (Grant Funds), the amount of actual expenses incurred by RECIPIENT in performing the activities outlined in Exhibit A, up to an amount not to exceed \$ \_\_\_\_\_.

**WHEREAS**, the Grant amount is subject to all federal, state, and local guidelines regarding the usage of State of Balance State of Emergency Due to Homelessness funds;

**WHEREAS**, the COUNTY and RECIPIENT desire to enter this CONTRACT.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below the parties agree as follows.

**1. EFFECTIVE DATE AND TERM**

This CONTRACT shall commence when last executed by all parties and remain in effect no later than June 30, 2025 (hereinafter, “COMPLETION DATE”), unless terminated by the COUNTY in writing.

**2. USE OF FUNDS**

As more particularly described in Exhibit A RECIPIENT will use Grant Funds to *[general description of RECIPIENT services here]*.

**3. PAYMENT**

- A. The COUNTY agrees to pay RECIPIENT, from available authorized funds, the amount of actual expenses incurred by RECIPIENT in performing the Grant Activities outlined in Exhibit A, Section K, of this CONTRACT (“Authorized Expenses”), up to an amount not to exceed \$ \_\_\_\_\_.
- B. RECIPIENT will submit requests for reimbursement at least quarterly and in such form and manner as is satisfactory to or required by COUNTY to comply with AGENCY requirements established in the IGA between AGENCY and the COUNTY as covered in this Section 3.
- C. Following expenditures by RECIPIENT and submission to COUNTY of a report detailing such expenditures in such form as is satisfactory to or required by COUNTY, COUNTY will reimburse RECIPIENT for Authorized Expenses up to an amount not to exceed \$ \_\_\_\_\_. Following receipt of requests by RECIPIENT for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025.
- D. RECIPIENT may request to modify or terminate a request for reimbursement at any time by submitting such a request in writing to COUNTY. In the event of a conflict between any request for reimbursement and the terms of this CONTRACT, including but not limited to the not-to exceed amount set forth under this CONTRACT, the terms of this CONTRACT will prevail.

**4. RECOVERY OF OVERPAYMENTS; WITHHOLDING OF FUNDS**

- A. If payments to RECIPIENT under this CONTRACT, or any other CONTRACT between COUNTY and RECIPIENT, exceed the amount to which RECIPIENT is entitled, COUNTY may, after notifying RECIPIENT in writing, withhold from payments due RECIPIENT under this CONTRACT, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.
- B. RECIPIENT understands and agrees that AGENCY may withhold any and all undisbursed Grant Funds from COUNTY and may result in COUNTY withholding such funds from RECIPIENT if AGENCY determines, in its sole discretion, that COUNTY has failed to timely satisfy any material obligation arising under the IGA, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to AGENCY, or if AGENCY determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from a Notice of Allocation issued by the AGENCY or is unsubstantiated by related documentation.

- C. RECIPIENT material obligations include, but are not limited to, satisfying all CONTRACT obligations relating to any Grant Funds as necessary for COUNTY to meet its material obligations to AGENCY.

**5. NONEXCLUSIVE REMEDIES RELATED TO FUNDING**

- A. COUNTY and RECIPIENT understands and agrees, that AGENCY may withhold any and all undisbursed Grant Funds from COUNTY and may result in the COUNTY withholding such funds from RECIPIENT, if AGENCY, in its sole discretion, determines that COUNTY has failed to timely satisfy any material obligation arising under this CONTRACT or otherwise.
- B. RECIPIENT material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to COUNTY about RECIPIENT's performance under this CONTRACT as well as timely satisfying all CONTRACT obligations relating to any Grant Funds as necessary for COUNTY to meet its material obligations to AGENCY.
- C. RECIPIENT understand and agree, that if Grant Funds are not obligated for reimbursement by COUNTY in a timely manner as determined by AGENCY in its sole discretion, AGENCY may reduce COUNTY's funding, and may result in COUNTY reducing RECIPIENT funding, as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to COUNTY under this CONTRACT or otherwise.

**6. ACCESS TO RECORDS**

RECIPIENT shall maintain all financial records relating to this CONTRACT in accordance with generally accepted accounting principles. In addition, RECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT, whether in paper, electronic or other form, that are pertinent to this CONTRACT in such a manner as to clearly document RECIPIENT performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT, whether in paper, electronic or other form, that are pertinent to this CONTRACT, are collectively referred to as "Records." RECIPIENT acknowledges and agrees that COUNTY and their duly authorized representatives will have access to all Records to provide to AGENCY upon its request. RECIPIENT shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this CONTRACT, or until the conclusion of any audit, controversy or litigation arising out of or related to this CONTRACT, whichever date is later.

**7. ONLINE SYSTEMS**

- A. RECIPIENT must provide COUNTY or its subcontractors, with all appropriate and necessary data as necessary for COUNTY or its subcontractors to enter into OPUS (a web-based application developed by AGENCY) Homeless Management Information System (HMIS), Procorem, or any other AGENCY-approved system designated by AGENCY (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by AGENCY. Exceptions are only allowed with prior written approval by AGENCY.
- B. As a condition of use of the Sites, COUNTY and RECIPIENT (collectively, “User”) agree to all terms and conditions contained in this CONTRACT, notices on the Sites, or other directives by AGENCY regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. AGENCY reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.
- C. Use of the Sites for additional reported “local” program data is at the COUNTY’s and RECIPIENT’S own risk. AGENCY will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.
- D. As a subrecipient, the RECIPIENT hereby grants AGENCY the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by AGENCY directly or indirectly resulting from this CONTRACT. RECIPIENT also shall use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
- E. RECIPIENT understands and agrees, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. AGENCY does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.
- F. RECIPIENT agrees that under no circumstances will AGENCY be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the

alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if AGENCY has been informed of the possibility of such damage.

**8. COMPLIANCE WITH LAWS**

RECIPIENT will comply with the requirements of all applicable federal, state, and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings. RECIPIENT is responsible for all federal or state tax laws applicable to its implementation of the Grant Activities outlined in Exhibit A and its use of the Grant Funds or compensation or payments paid with the Grant Funds

**9. SYSTEM FOR AWARD MANAGEMENT**

RECIPIENT must comply with all applicable requirements established by COUNTY and AGENCY to meet the reporting requirements outlined in Exhibit A, Section J.

**10. TERMINATION**

This CONTRACT may be terminated at any time by mutual written consent of the Parties.

At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this CONTRACT by giving 30 days written notice to RECIPIENT provided the reason for termination is not due to a breach in contract. If COUNTY terminates pursuant to this paragraph, RECIPIENT shall be entitled to payment for all expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the CONTRACT by RECIPIENT. Expiration or termination of this CONTRACT will not prejudice COUNTY’S right to exercise remedies under this CONTRACT with respect to any breach that has occurred prior to expiration or termination.

**11. WARRANTY**

COUNTY has relied upon representations by RECIPIENT regarding its professional ability and training as a material inducement to enter into this CONTRACT. RECIPIENT represents and warrants that Grant Activities will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of RECIPIENT work by COUNTY shall not operate as a waiver or release of such warranty.

**12. HOLD HARMLESS AND INDEMNIFICATION**

RECIPIENT shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in

connection with the work described in this CONTRACT, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

**13. INSURANCE**

RECIPIENT and any of its contractors, subcontractors, or subrecipients shall maintain insurance acceptable to the COUNTY as provided in Exhibit B. Such insurance shall remain in full force and effect throughout the term of this contract. If RECIPIENT employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, RECIPIENT shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this CONTRACT.

**14. NOTICES**

All notices, funding requests and payment shall be made in writing and may be given by personal delivery, mail, or email, receipt requested. Notices sent by mail should be addressed as follows:

<u>RECIPIENT</u>	<u>BENTON COUNTY HEALTH DEPT.</u>
NAME	Rebecca Taylor, HOPE Project Manager
POINT OF CONTACT	PO Box 3020
ADDRESS	Corvallis, Oregon 97333
EMAIL	<a href="mailto:Rebecca.Taylor@bentoncountyor.gov">Rebecca.Taylor@bentoncountyor.gov</a>

**15. AMENDMENT**

No amendment or modification to the CONTRACT shall be effective without prior written consent of the authorized representatives of the parties.

**16. GOVERNING LAW; VENUE**

This CONTRACT shall be governed and construed by the laws of the State of Oregon.

**17. ASSIGNMENT**

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this CONTRACT without the prior written consent of the COUNTY.

**18. SUBCONTRACTS**

RECIPIENT shall notify COUNTY prior to entering into any subcontracts for any of the activities required of RECIPIENT under this CONTRACT. COUNTY’S receipt of notice of any subcontract will not relieve RECIPIENT of any of its duties or obligations under this CONTRACT. For purposes of this CONTRACT, including but not limited to any exhibits incorporated into this CONTRACT, “subcontract” means any CONTRACT pursuant to which RECIPIENT compensates another party to carry out any activities under this CONTRACT, whether by contract for goods or services, grant CONTRACT, or otherwise. For avoidance of doubt, the term “subcontractor” includes any subgrantee or subrecipient to which RECIPIENT awards any funds received by RECIPIENT under this CONTRACT.

**19. CIVIL RIGHTS COMPLIANCE**

RECIPIENT agrees it will not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**20. SEVERABILITY**

If any term or provision of this CONTRACT is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

**21. COUNTERPARTS**

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

**22. MERGER**

This writing and the attached exhibits constitute the entire and final CONTRACT between the parties. No modification of this CONTRACT shall be effective unless and until it is made in writing and signed by both parties.



**23. AUTHORIZATION**

Each party signing below warrants to the other party, that they have the full power and authority to execute this CONTRACT on behalf of the party for whom they sign. All references to “days” in this CONTRACT shall mean calendar days.

**24. Signatures**

**Recipient**

**Benton County Health Department**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Name & Title**

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

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

**Exhibit A**

CONTACT INFORMATION	
COUNTY	RECIPIENT
Benton County	
4077 SW Research Way	
Corvallis, Oregon 97333	
Rebecca Taylor, HOPE Project Manager	Contact:
Telephone: 547-766-6787	Telephone:

**Grant Activities:**

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, COUNTY submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to AGENCY that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness.
  
- B. Compliance with CONTRACT.** The RECIPIENT shall comply with and perform all Grant Activities in accordance with the terms of this CONTRACT, including but not limited to all applicable portions of exhibits to this CONTRACT. The provisions of this section (Grant Activities) are supplemental to and do not limit the obligations of RECIPIENT or its subcontractors arising under any other provision of this CONTRACT.
  
- C. Housing Focused.** All activities conducted under this CONTRACT must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this CONTRACT may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, RECIPIENT must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. Racial and Ethnic Equity:** to effectively address homelessness, we must acknowledge and address through our work the continuing role that structural and institutional racism play in causing disproportionate homelessness among Black, Indigenous, Latino/a/e, Asian, Pacific Islander, immigrant and refugee communities, many of which are significantly overrepresented in Benton County’s homelessness data. Eliminating these disparities requires that resources be targeted and services be delivered in a manner that acknowledges and addresses the barriers to housing caused by racism and discrimination.
- E. Collaboration and Cooperation:** All providers of FHSP services are expected to work collaboratively and demonstrate cooperation with all the various service providers who interact with people along their journey from homelessness to housing. These cooperative relationships most help the individuals being supported with warm handoffs and coordination of care. Such organizations include county departments (Sheriff, behavioral health, harm reduction, health navigation), healthcare (Samaritan, substance use treatment, behavioral health providers), city government (law enforcement, Parks and Recreation staff), shelter providers, day use and hygiene providers, transitional and permanent housing organizations, etc.
- F. Culturally Specific and Responsive Services:** All providers of FHSP-services are expected to deliver services in a culturally responsive manner. Culturally responsive services are respectful of, and relevant to, the beliefs, practices, neurodiversity, sexual orientation and gender identity, culture, and linguistic needs of diverse participating populations and communities. Many providers will also be expected to deliver services that are culturally specific. Culturally specific services are informed by specific communities, where the majority of participants are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered.
- G. Low Barrier:** FHSP-funded services and programs should be designed to ensure that all eligible households are able to easily access the services they need. All programs and services should have low or no barriers to entry with a particular emphasis on meeting the needs of underserved communities and populations that experience multiple barriers to accessing and succeeding in services. Any documentation required for determining program eligibility should be low barrier and include self-reporting options.
- H. Evidence-Based Practices:** FHSP-funded services and programs are expected to utilize approaches proven to quickly and equitably coordinate the access, assessment, prioritization and referrals to housing for people who have experienced prolonged homelessness and marginalization by society. These practices include Coordinated Entry, trauma-informed care, motivational interviewing, and strengths-based practice.

**I. No Supplanting of Other Funds.** RECIPIENT may not use funds provided under this CONTRACT to supplant other funds available for the same purpose. Furthermore, RECIPIENT agrees that during the term of this CONTRACT, the funding available for homeless services from sources other than this CONTRACT will not be reduced, and that in the event of any such reduction, COUNTY may exercise any of the remedies available to it under this CONTRACT or at law or in equity. RECIPIENT also agrees to comply with reporting requirements as outlined in Section J. of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources are sustained throughout the term of this CONTRACT and that no reductions to such funding are made. Failure by RECIPIENT to comply with this Section D. is a material breach of this CONTRACT and entitles COUNTY to exercise any remedies available to it under this CONTRACT or at law or in equity.

**J. Client Evaluation.** RECIPIENT shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, RECIPIENT must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

**Category 1: Literally Homeless**—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or
- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

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- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy CONTRACT in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

**Category 5: Unstably Housed**—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lacks the resources or support networks to obtain other permanent housing.

**Category 6: Unsheltered Homelessness** – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

**1. Rapid Re-housing Client Eligibility Criteria:**

- Household must meet the following Housing Status Criteria at time of initial engagement:
  - **Category 6: Unsheltered Homelessness**

**2. Shelter and Street Outreach Client Eligibility Criteria:**

- Household must meet the following Housing Status Criteria:
  - **Category 1: Literally Homeless**
  - **Category 2: Imminent Risk of Homelessness**
  - **Category 3: Homeless Under Other Federal Statutes**
  - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
  - **Category 6: Unsheltered Homelessness**

Grant Funds under this CONTRACT are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other contracts.

**K. Use of Grant Funds.**

Instructions: Please check the box of each service element RECIPIENT will be providing under this agreement.

Grant Funds may be utilized for the following purposes:

- a.  **Street Outreach:** Outreach to people experiencing homelessness in locations where structured connections to services do not currently exist, with a focus on building relationships and service engagement through person-centered, trauma-informed and strengths-based practices. Services include completing coordinated entry assessments, linking people with services to promote connections to stable housing, and connecting people to the FHSP system of care. Funded services may also include:
  - i.  Providing services and supplies to meet basic needs such as food support, hygiene services, restrooms, survival gear, storage, etc.
  - ii.  Providing connections to safety-off-the-street services such as emergency shelter, motel vouchers, day centers, safety planning, peer support, and crisis lines.

- iii.  Behavioral health and addiction recovery outreach, and culturally specific outreach services.
  - iv.  Emergency on-call services in the event of severe weather, natural disasters, public health, or other emergencies. May include outreach, information sharing, distribution of basic needs supplies, transportation, and service connections.
- b.  **Case Management and Wrap Around Supports:** The FHSP will have participants navigating out of unsheltered homelessness to living in a variety of housing settings, including, but not limited to scattered-site settings, project-based settings, and residential facility settings, using FHSP locally funded rent subsidies or a federal voucher. Flexible and person-centered case management that provides ongoing wraparound supports before, during and after housing placement is an essential component of the FHSP and will be delivered in close coordination and collaboration with the entire system of care.

Case management supports in the FHSP helping meet the housing stability needs of FHSP participants and expected to align with other Service Components of the FHSP provided by multiple organizations.

Funded Case Management activities may include:

- i.  Health services: Community-based (on-site and off-site) mental health services, addiction and recovery supports, community health workers, peer support services, strategies that support harm reduction, health care navigation, wellness programs, assistance applying for medical benefits, nonclinical behavioral health supports, behavioral health outreach services, crisis intervention, pregnant and parenting support services, and support with navigating the behavioral health system and accessing clinical services as needed. (Clinical services that can be funded through Medicaid will not be funded through this NOFO, but support to assist clients to access those services will be funded.)
- ii.  Peer support services: Support specialists that use the therapeutic value of lived experience to provide support for individuals with substance use or mental health issues. Peer support specialists are often from the communities with which they work, creating systems of support which are relevant to the community, trauma informed, culturally specific and culturally responsive.
- iii.  Education, training and employment services: Services aimed at increasing incomes by providing access to education, training and public and private workforce resources, with a focus on meeting the

needs of individuals who face barriers to employment and/or are experiencing barriers to employability.

- iv.  Benefits navigation and legal services: Assistance with accessing benefits such as Supplemental Security Income, Social Security Disability Income, Medicaid/Medicare benefits and Veterans benefits. Civil legal services that facilitate housing access and stability, including assistance to enforce tenants' rights, expungement rights, and rights guaranteed under civil rights laws.
- v.  Addressing specific needs of various subpopulations as defined in the HB-5019 Homeless Response plan:
  - Black and Native American communities
  - Families with children
  - People with high and & complex needs, where their level of need may not meet eligibility for existing housing programs (mental health, substance abuse, physical needs, and aging)

#### **L. Program Specific Reporting**

RECIPIENT shall submit Grant Activity and Expenditure Reports to COUNTY and/or its subcontractors in a manner and frequency, and include such information as is necessary for COUNTY and/or its subcontractors to comply with the reporting requirements established by OHCS in the IGA between the AGENCY and COUNTY, as covered in this Section L.

- a. As a subcontractor, RECIPIENT shall ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of AGENCY approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. RECIPIENT, as applicable, shall utilize existing systems of AGENCY for all funding under this CONTRACT in accordance with applicable policies and procedures of AGENCY. RECIPIENT may request technical assistance from the AGENCY for support in utilizing AGENCY approved systems.
- b. RECIPIENT may request a reporting deadline extension. An extension must be approved in writing by AGENCY and COUNTY such approval may be granted or withheld in AGENCY's and COUNTY'S sole discretion. Requests must be emailed to [HCS.REPORTING@hcs.oregon.gov](mailto:HCS.REPORTING@hcs.oregon.gov) and [rebecca.taylor@bentoncountyor.gov](mailto:rebecca.taylor@bentoncountyor.gov) prior to the submission deadline.
- c. The following reports and other documents shall be submitted to COUNTY throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the



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Performance Period and all other reportable information relating to the Performance Period:

- II. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by AGENCY. A file with aggregated data will be generated and provided to the COUNTY and RECIPIENT to confirm their monthly data as complete and accurate. If needed, the COUNTY and RECIPIENT will have five (5) days to update or correct data in HMIS. AGENCY will re-run a final System Query Reports on the 25th of each month.
- III. If RECIPIENT reported shelter(s) under development in the Monthly Housing Inventory update, then RECIPIENT must submit to COUNTY a narrative update in a manner prescribed by AGENCY by the 25<sup>TH</sup> of the month.
- IV. RECIPIENT shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of COUNTY and/or AGENCY, and shall cooperatively attend meetings with COUNTY and/or AGENCY, as reasonably requested by COUNTY and/or AGENCY.
  - a. RECIPIENT shall enter shelter guest data into designated Provider on ServicePoint within 48 hours of check in and check out in keeping with the policies of the Continuum of Care and AGENCY. RECIPIENT's data entry staff shall also update the client's Coordinated Entry records per the policies of CoC.
  - b. RECIPIENT shall ensure that all guests are asked to complete Coordinated Entry (CE) Assessment if one is not already in the CE system. Guests who decline may not be denied services, however, based solely on their refusal to submit to assessment.
  - c. RECIPIENT shall designate staff who have been trained in ServicePoint processes to be responsible for timely and complete data entry for all shelter guests. Under no circumstances shall RECIPIENT allow untrained personnel to access ServicePoint, or enter or alter data on HMIS.
  - d. RECIPIENT must observe all required cyber security protocols to secure client data, both written and electronic.

### **K. Performance Measures**

RECIPIENT shall conduct the Grant Activities in a manner consistent with the requirements of this CONTRACT and to achieve increased shelter availability and utilization in boundary area of Benton County as defined in this

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CONTRACT available and operational in the region referenced above by the end of the Performance Period, unless otherwise stated.

**EXHIBIT B**

**CERTIFICATION OF INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor’s expense for insurance noted below.

**[REQUIRED] Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers’ Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers’ Compensation coverage ORS 656.126.

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees’ performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
- Required by County     Not Required by County

**Commercial General Liability** insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a “per project basis”.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
- Required by County     Not Required by County

**Automobile Liability** covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per accident.
- If this box is checked, the limits shall be \$5,000,000 per accident.
- Required by County     Not Required by County

**Property of Others in Transit (Cargo)** covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

- Required by County     Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best’s Insurance Rating of no less than A-VII or County approval. Contractor’s coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

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The Certificate shall state the following in the description of operations: “Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions”. A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

**Certificate holder should be: Benton County, 4500 SW Research Way, Corvallis OR 97333.** Certificates of Insurance can be emailed to [bcchealthcontracts@bentoncountyor.gov](mailto:bcchealthcontracts@bentoncountyor.gov)

**Attachment A – Description of Services to be Provided by Recipient**