

# The Subrecipient Agreement

*Planning, Infrastructure, and Economic Revitalization*



## **Our only objective today is to complete a plain language review of the contractual obligations contained within the Subrecipient Agreement.**

This guidance is to assist in your review of the language in in the Subrecipient Agreement but is by no means:

- An exhaustive review of your obligations to the grant project, which could be governed by laws/regulations outside of this contract (local, state, etc.) or by the manual
- A substitute for you and/or your attorney's direct review

Your contract should be read with the Code of Federal Regulations, the Subrecipient Manual, and the PIER Policy—all of which will provide guidance on the processes required to satisfy your contractual obligations.

Please note that this training captures the standard contract as it stands now; updates or changes could be made to the contract template before your project.

# The Opening Paragraph & Recitals

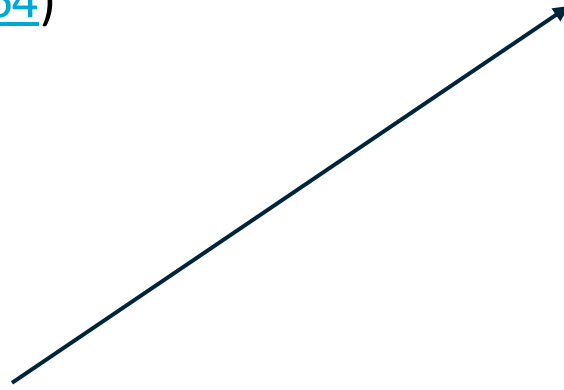
## Opening Paragraph

- Contains the Parties to the Contract.

## Recitals

- Federal Register Notice ([87 FR 6364](#))
- Total amount of HUD's allocation to OHCS (\$422,286,000)
- Most impacted counties
- Lump sum award for the contract

D. For the Subrecipient's delivery of the Program Activities, OHCS is subawarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **DOLLARS (\$000000.00)** (the "Grant" or the "Grant Amount"), subject to the terms and conditions set forth herein.





The term section of your contract contains important information on the effective date, expiration date, and extension procedures.

- Effective date (start date)--date of last signature
- Expiration date (end date)
- Extension requests must be submitted no later than 30 days prior to the expiration date

## 1. TERM

This term of this Agreement (the “Term”) will become effective on [insert date] or the date this Agreement has been signed by every party, whichever is later (the “Effective Date”) and expires on June 30, 2024 (the “Expiration Date”), unless otherwise terminated as provided in this Agreement or extended as required below. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

# General Requirements

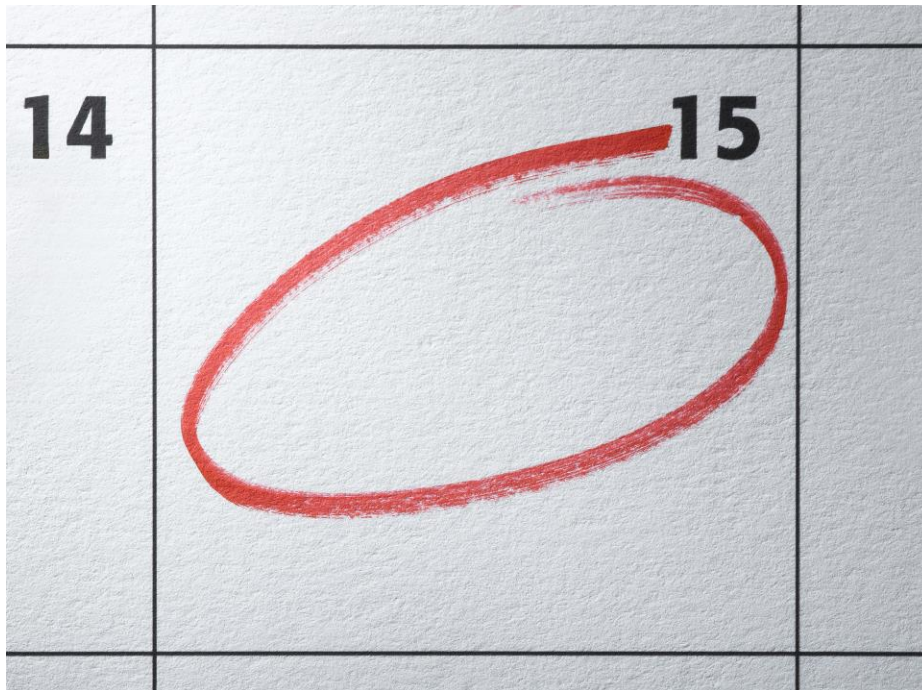
- 2.1 You must complete the project as described.
- 2.2. There is documentation you must submit per the manual/forms required, and OHCS may request changes.
- 2.3. You have specific responsibilities outlined in this agreement.
- 2.4. No costs that are ineligible can be charged to the grant.
  - Ineligible costs under CDBG-DR
  - Activities that are political, inherently religious, or for lobbying
  - You are financially liable for ineligible costs
- 2.5. You must meet the low-to-moderate benefit or urgent need national objective (except for planning projects).

# Performance Monitoring

## 3.1

You will be monitored on all aspects of the project. If action to correct substandard performance is not taken within the agreed upon timeline, there may be additional conditions, disallowed costs, or other remedies.





## 3.2

Monthly reports are due by the 15<sup>th</sup> of each month for the month previous. Additionally, a project closeout report will be required. Late or unsubmitted reports can delay payments.

## 4.1 - 4.6



- 4.1. The budget is in this contract, but if a more detailed breakdown is requested you must provide it
- 4.2 Budget Change process
- 4.3. Working Capital Advance
- 4.4 Cash Advance method and timeline
- 4.5. Indirect Costs
- 4.6 Program Income reporting requirements



## 4.7 & 4.8

- 4.7 Draw requests must be timely, submitted by the 15<sup>th</sup> of the month for invoices generated the previous month.
- 4.8 You can only request funds for actual eligible expenditures.



## 5.0 Funding Appropriation

- OHCS is passing HUD funding through to the Subrecipient; as such, additional monies are not available, and spending should not exceed the dollar amount associated with this contract

## 6.1 Suspension

- Activities must start when the agreement starts. If no activities have begun at the end of 6 months, as indicated by your timely expenditures, OHCS may begin terminating the project. No extensions will be granted without clearly documented circumstances beyond Subrecipient control. OHCS reserves the right to deny or grant extensions.

## 6.2



- If the Subrecipient fails to comply with the terms of this contract, OHCS may terminate the contract with 45 calendar day notice. OHCS reserves the right to recover funds if improperly expended. OHCS reserves the right to waive recapture of costs reasonably incurred (or to not waive those costs).
- The agreement can be terminated by agreement of OHCS and the Subrecipient.

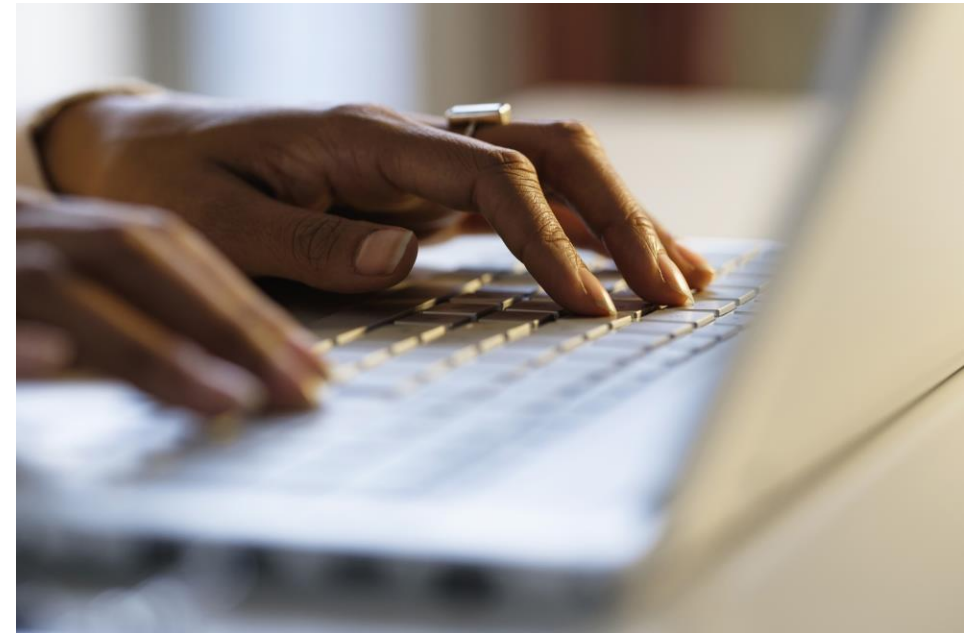
# Contribution and Notices

## Contribution

- The Contribution section discusses third party claims, liability, and expense responsibility in the event of such a dispute .

## Notices

- Notices must be given in writing (personal delivery, email, postage prepaid, etc.). Mailed communications will be deemed given within 5 days, while emails will be considered given when the delivery receipt is generated. Personal delivery will be considered given in the moment of delivery.





## Changes to the Agreement

- Are not binding unless signed and consented to by all parties and all necessary approvals obtained.
- This agreement can be amended via an approved change process.
- Amendments will be needed when changing the scope of the work (including beneficiary information) that is explicitly listed in the contract, extensions to the term of contract, etc.





## Personally Identifiable Information (PII)

- If your project involved clients/applicants, you must protect their personal information by following the [CDBG-DR Personally Identifiable Information \(PII\) Policy](#) found on the ReOregon website.
- PII cannot be released or disclosed except for necessary administration, with written consent of the client, or as required by law.
- It is your responsibility to ensure your subcontractors/vendors/subgrantees do the same.
- All records and files shall be appropriately secured.

# Various Clauses (11-15)

- **Insurance.** It's required as needed. A summary of potential insurance needs is provided in Exhibit B.
- **Dual Payment.** Payment must be clear, and there shall be no duplication—you cannot get paid twice for the same set of work. If additional funds are identified for a scope increase, this should be reported to the agency and go through an approved change process.
- **Indemnity.** The Subrecipient shall hold harmless the State of Oregon and OHCS against claims, actions, losses, etc.
- **Governing Law.** Any claim will be brought and conducted in Marion County for the State of Oregon or, if necessary, the US District Court of the District of Oregon. Oregon reserves all claims to defense and immunity.
- **Diversity, Equity, and Inclusion (DEI).** Oregon maintains a commitment to DEI.

# Signature Page



Don't sign quite yet—make sure to review the Exhibits following the signature for important implementation information before signing.

When signing the contract, please remember that the last signature is the effective date of the contract.

Before signing, verify that all of your organizations internal procedures and approvals have been obtained.

Project activities should commence immediately to avoid triggering the termination clause.



# Exhibit A

## Exhibit A is the roadmap for your specific project and contains:

Program Purpose	Project Description	Specific Milestones
Eligible County	National Objective (LMI or UN)	Disaster Tie Back or Mitigation
Eligible Activities	Environmental Limitations	Project Management
Capacity and Risk Assessment	Elevation Requirements	Filing Requirements
Change Order Requirements		Completion of Agreement/Closeout

## POTENTIAL INSURANCE REQUIREMENTS

- Worker's Compensation & Employer Liability
- Commercial/General Liability
- Automobile Liability
- Professional Liability
- Network Security/Privacy Liability
- Directors, Officers, Organization Liability
- Excess/Umbrella
- Waiver of Subrogation
- Tail Coverage
- Certification/Proof
- Notice of Change/Cancellation
- Insurance Requirement Review

*The Subrecipient is contractually required to maintain insurance at their own expense. OHCS will verify assigned coverage periodically. Exhibit B cites some known insurance requirements; please note that other insurance may be required by local, state, or federal law.*

# Exhibit C – Federal Grant Award Information

## Exhibit C contains:

- The names, addresses, and phone numbers of the grant administrators
- The Federal Award Identification Number
- The CFDA Number and Name
- The Subrecipient Unique Entity Identifier



# Exhibit D – Required Contract Clauses - General Compliance

## You must follow all applicable provisions of:

- [Community Development Act of 1974](#)
- [24 CFR Part 570](#)
- [Any applicable Federal Registers](#)
- [24 CFR Part 58](#)
- [24 CFR Part 52](#)
- [2 CFR 200](#)
- [Fair Housing Act](#)
- [24 CFR Subt A, PT 35](#)
- [24 CFR Part 135](#)
- [National Historic Preservation Act](#)
- [Action Plan & amendments](#)

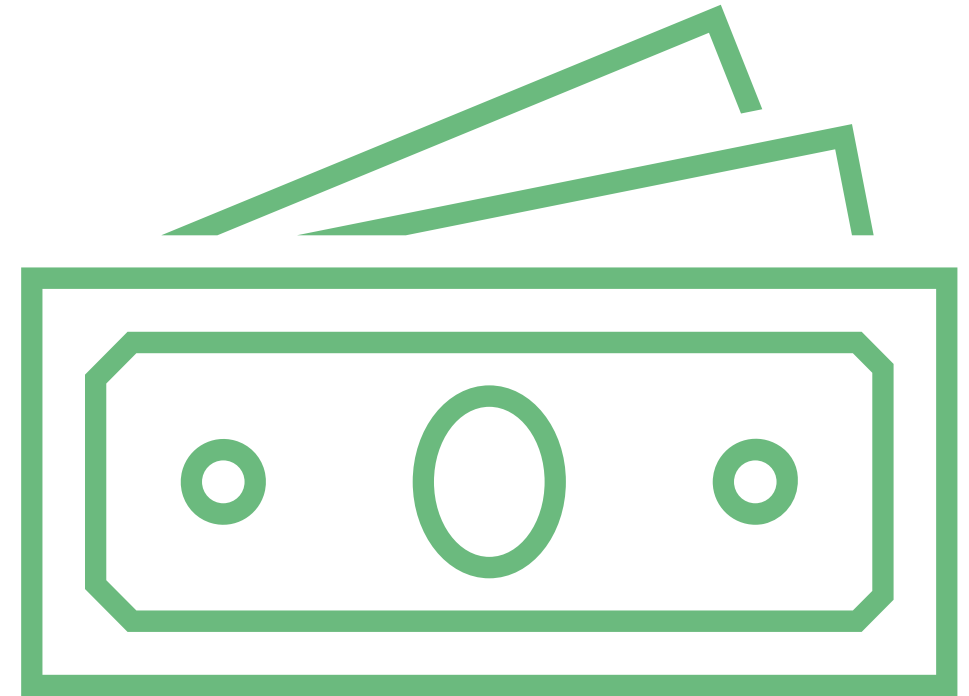
*As well as any other applicable local, state or federal regulations*



# Exhibit D – Required Contract Clauses

General Compliance	Reporting Requirements	Financial and Program Management	SAM and FFATA	SMWBE and LSA Area Firms	Rights to Inventions
Debarment, Suspension, Ineligibility	Conflicts of Interest	Subcontracting	Copeland “Anti-Kickback” Act	CWHSSA	Health and Safety Standards
Davis Bacon	Section 503	EEO	Clean Air & Water	Anti-Lobbying	Section 3
Fair Housing	Energy Policy & Conservation	Political Activity	Religious Activity	Flood Disaster Protection	Lead Based Paint
Value Engineering	Drug-Free Workplace	OHCS Recognition	URA	Documentation/Record Keeping	Access to Records
Record Retention	Client Data	Closeout	Audits/Inspections	Single Audit	Inspections/Monitoring
Corrective Actions	Procurement/contract or Oversight	Nondiscrimination	Title VI	Labor Standards	Citizen Grievances

**Exhibit E contains your Approved Budget.**





## Exhibit F

- Project Description form
- Applicable Attachments
- Certifications

# Knowledge Check

True or False?

Change Orders must be reviewed and approved by OHCS before execution.





# Knowledge Check - Answer

**True!**

Since change orders can have big impacts on contractual obligations like maintaining LMI benefit, environmental clearance (and more), they must be reviewed by OHCS *before* they are executed (per Exhibit A).



# Knowledge Check

Performance Reports must be submitted by:

1. The first of the month
2. The 15th of the month
3. The last Monday of the month
4. Yearly



# Knowledge Check - Answer

Performance Reports must be submitted by:

1. The first of the month
- 2. The 15th of the month**
3. The last Monday of the month
4. Yearly



# Knowledge Check

Project activities must begin within this time frame, or OHCS may terminate your agreement:

1. The first month
2. The first three months
3. The first six months
4. The first 12 months



# Knowledge Check - Answer

Project activities must begin within this time frame, or OHCS may terminate your agreement:

1. The first month
2. The first three months
- 3. The first six months**
4. The first 12 months





[OHCS Subrecipient Manual](#)

[ReOregon: Planning, Infrastructure, and Economic Revitalization Program](#)

[PIER Policy Manual](#)

[PIER Frequently Asked Questions](#)



# Questions?

Reach out to [PIER@hcs.oregon.gov](mailto:PIER@hcs.oregon.gov) OR [julie.lovrien@hcs.oregon.gov](mailto:julie.lovrien@hcs.oregon.gov).

