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STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT GRANT
AGREEMENT

This Subrecipient Grant Agreement #9026 (this “**Agreement**”) is entered into on the Effective Date (as hereinafter defined) by and between the State of Oregon, acting by and through its Housing and Community Services Department (“**OHCS**” or “**Agency**”), and Mid-Willamette Valley Community Action Agency, Inc., an Oregon nonprofit public benefit corporation (the “**Subrecipient**”). OHCS and the Subrecipient may be jointly referred to herein as the “**Parties**” or, individually as a “**Party**”.

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 87 FR 6364, the U.S. Department of Housing and Urban Development (“**HUD**”) awarded \$422,286,000 in Community Development Block Grant Disaster Recovery (“**CDBG-DR**”) funds to OHCS (the “**OHCS Award**”) for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS’ Action Plan that was approved by HUD (the “**Action Plan**”).

B. The Action Plan describes how OHCS will support wildfire recovery in the eight most impacted counties (Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn, and Marion counties) (collectively, the “**Impacted Area**”) by the 2020 Labor Day fires in Oregon. OHCS will disburse the OHCS Award to counties, municipalities, nonprofit organizations, school districts, public housing authorities, special districts or other public or quasi-public entities (collectively, “**Subrecipients**” in the Impacted Area.

C. The Action Plan also describes the various CDBG-DR recovery programs (collectively, the “**Programs**” and each, a “**Program**”) under which Subrecipients will conduct allowable recovery activities in the Impacted Area. The Program applicable to the Subrecipient’s allowable recovery activities and the Subrecipient’s Program requirements, are defined in Exhibit A attached hereto (the “**Program Requirements**”).

D. For the Subrecipient’s delivery of the Program Activities as set forth in Exhibit A (the “**Program Activities**”), OHCS is subawarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **ONE MILLION SEVEN THOUSAND SIX HUNDRED AND FIFTY THREE DOLLARS AND EIGHTY FIVE CENTS (\$1,007,653.85)** (the “**Grant**” or the “**Grant Amount**”), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties hereto hereby agree as follows:

1. TERM

This term of this Agreement (the “**Term**”) will become effective on October 1, 2024 (the “**Effective Date**”) and expires on March 31, 2027 (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.

Attachments

The following Exhibits and referenced documents are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Exhibits or in the incorporated documents will be deemed to modify the express provisions hereinafter set forth.

Exhibit A: Allowable Program Activities and Requirements

Exhibit B: Insurance Requirements

Exhibit C: Federal Grant Award Information

Exhibit D: HUD General Provisions and other Federal Statutes

Exhibit E: Approved Project Budget

Exhibit F: Project Description, Attachments & Certifications (Application)

2. GENERAL REQUIREMENTS

2.1 The Subrecipient shall conduct, in a satisfactory manner as determined by OHCS, Program Requirements and provide the Program Activities for emergency relief in the Impacted Area as defined in Exhibit A. The Subrecipient shall perform all requirements in accordance with the terms of this Agreement and all exhibits, which are hereby incorporated.

2.2 The Subrecipient shall prepare and submit to OHCS all required project(s) documentation in accordance with the attached Exhibit A. OHCS reserves the authority and discretion to

review and require revisions before approving the use of funds for project implementation.

2.3 The Subrecipient may only carry out the roles and responsibilities described in this Agreement.

2.4 The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements.

2.5 All activities funded with CDBG-DR funds must meet one of two CDBG-DR Program's National objectives: benefit low-and-moderate-income (LMI) persons or addressing urgent need. The Subrecipient certifies that the activities carried under this Agreement must meet at least one of these national objectives. Additionally, Subrecipient ensures collection of the necessary information and applicable forms to document National Objectives met.

The Subrecipient shall ensure that the services meet the applicable CDBG-DR National Objective(s) and that all subgrantees, subcontractors or third party completes the applicable forms to document the National Objective(s). The urgent need national objective will only be used when an LMI national objective cannot be achieved through the project, but the project has demonstrable recovery or mitigation benefits within the HUD- or grantee- identified Most Impacted and Distressed (MID) areas. Each approved Project Description Form will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the project. For planning activities, in accordance with 87 FR 6364: "To assist state grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low and moderate-income or slum-and-blight national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to states when funding disaster recovery-assisted, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that states may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205."

3 PERFORMANCE MONITORING AND REPORTING

3.1 Monitoring. OHCS shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals associated with the activities under this program. The review will include reviewing financial and performance reports required by OHCS; following up and ensuring that the Subrecipient takes timely and

appropriate actions on all deficiencies pertaining to the Federal award provided to the Subrecipient from OHCS detected through audits, on-site monitoring and other means; and issuing a management decision for audit finding pertaining to the Subrecipient from OHCS as required by 2 C.F.R 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, will constitute noncompliance, and may be suspended or terminated as described in Section 6.2 of this agreement.

If action to correct such substandard performance is not taken by the Subrecipient within mutually agreed timeline, OHCS may impose additional conditions, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R Part 200.339.

3.2 Reporting. The Subrecipient shall complete and submit a monthly report by the 15th of each month for the previous month for each individual project, unless otherwise agreed by OHCS. The report must be submitted in the form and with the content specified and required by OHCS. OHCS shall notify the Subrecipient in writing of the guidelines and requirement applicable to submittal of each project's performance report, and such notification will be deemed incorporated by reference to this Agreement.

The Subrecipient shall provide OHCS with a final project report upon completion of the project. It is expressly understood and agreed by the parties that if the Subrecipient fails to submit to OHCS in a timely and satisfactory manner any report required by this agreement, OHCS may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If OHCS withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld pursuant to this paragraph may be held by OHCS until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

The Subrecipient is required to immediately report to OHCS any incident of criminal misapplication of funds associated with this agreement.

4 GRANT FUNDS AND DISBURSEMENT

4.1 Budget. The Subrecipient shall complete all activities in Exhibit A of this Agreement in accordance with the approved project budget (Exhibit E) attached hereto. OHCS may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide any requested supplementary budget information in the form

and content prescribed by OHCS. Any amendment to the budget must be approved in writing and signed by OHCS and the Subrecipient.

4.2 Budget Changes. Subrecipient may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of OHCS so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected as determined by OHCS. Such changes to the budget must be approved in writing and signed by OHCS and the Subrecipient. Agreement amendments are required for any other budget changes.

4.3 Working Capital Advance. If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to Agency, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administratively feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect costs incurred in performing Program Activities and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.

4.4 Cash Advance. If the Subrecipient has insufficient cash flow to cover the costs of administering this agreement, then cash advances may be requested. This method transfers CDBG-DR funds to the subrecipient to meet obligations before actual cash disbursements have been made. The services are rendered, costs are incurred, but the invoice received (or expected) has not been paid. Cash advances are considered expended by HUD and do not require an interest-bearing account. These funds will need to be substantiated with supporting documentation within a reasonable timeframe. Upon receipt of the cash advance, the subrecipient will pay the invoice within three (3) days to be compliant with the federal Cash Management Improvement Act and OHCS' timely expenditures policy. As an additional financial safeguard, OHCS may require subrecipients to deposit any amount exceeding \$25,000.00 into an interest-bearing account if the funds are not utilized within three (3) business days of receipt.

- 4.5 Indirect Costs.** Indirect costs may be charged to OHCS, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging to the grant, in accordance with 2 C.F.R. Part 200, subpart E, as approved by OHCS in writing.
- 4.6 Program Income.** The Subrecipient shall notify OHCS, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to OHCS if retention of such is not previously approved, in writing, by OHCS. Program Income is subject to all applicable CDBG-DR laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to OHCS upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. OHCS will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to OHCS, as applicable to the activities.
- 4.7 Request for Reimbursement.** The Subrecipient shall submit to the Agency request for reimbursements of activities under this Agreement and consistent with the approved budget and scope of work for each project, by the 15th of the month, for the previous month, unless otherwise agreed by the Agency. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with the individual approved budget for each project. The Subrecipient shall submit Request for Reimbursements to the Agency, on the form and with the content specified and required by OHCS. The request for Reimbursements must be submitted with all documents necessary to justify the payment or any other supporting documents requested by OHCS. Documentation must be provided by Subrecipient demonstrating that all vendor procurements for which payment is requested have been made in accordance with this Agreement, unless such a vendor procurement record has already been provided to OHCS. If OHCS determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. The Agency reserves the right to conduct any audit it deems necessary. If OHCS determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, OHCS shall prepare a written description of the deficiencies and will deliver such notice to Subrecipient. The Parties shall correct any deficiencies at no cost to OHCS.

4.8 Cash Management. In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

5. FUNDING APPROPRIATION

Funding under this Agreement is contingent on a CDBG-DR award to OHCS or a Grant Agreement between the State of Oregon or OHCS, and HUD, and OHCS' receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by OHCS to the Subrecipient under this Agreement must not exceed the amount specified in this Agreement. Such payment will be compensation for all allowable services required, performed, and accepted under this Agreement. However, OHCS reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in this Agreement.

6. SUSPENSION OR TERMINATION

6.1 Nonperformance Standard. If at the end of the six (6) months from the Effective Date, as defined in Section 1, of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by OHCS, OHCS may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this Agreement, and/or recapture funds previously expended by the Subrecipient under this Agreement from non-federal funds. No extensions of this Agreement will be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activities. OHCS shall review the properly filed and documented circumstances which are alleged to have prevented initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

6.2 Termination. OHCS may terminate this Agreement, in whole or in part, upon 45 calendar days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of Grant funds provided under this Agreement; or

4. Submission by the Subrecipient to OHCS of reports that are incorrect or incomplete in any material respect.
5. Continuing to provide misinformation to applicants or the public regarding allowable recovery activities under the Programs after receiving notice from OHCS that identifies the misinformation previously provided.

6.2.1 OHCS shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination will take effect and any other notifications required under 2 CFR part 200.339 through 200.343. Upon termination, OHCS reserves the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to OHCS any improper expenditures no later than thirty (30) calendar days after the date of termination.

6.2.2 OHCS may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable State or Federal statutes, regulations, or requirements.

6.2.3 This Agreement may be terminated in whole or in part by either OHCS or the Subrecipient or based on agreement by both parties in accordance with the requirements in 2 CFR part 200.339 through 200.343.

7. RESERVED

8. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given must be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to the Subrecipient or OHCS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination must be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed will be deemed given five (5) calendar days after mailing. Any communication or notice delivered by email will be deemed to be given when receipt of transmission is generated by the transmitting machine. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

9. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties on the subject matter

hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

OHCS or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by OHCS' governing body, and are signed in writing by a duly authorized representative of OHCS and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release OHCS or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

OHCS may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both OHCS and the Subrecipient.

10. CONFIDENTIALITY

The Subrecipient shall and shall require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the ReOregon website at <https://re.oregon.gov>, as updated from time to time.

The Subrecipient shall and shall require and cause its subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

11. INSURANCE REQUIREMENTS

Subrecipient shall provide all necessary insurance, or self-insurance, as described in Exhibit B. Subrecipient shall require and ensure that each of its subrecipients and subcontractors complies with these requirements.

12. DUAL PAYMENT

The Subrecipient shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total work required under this Agreement for performance of the Program Activities. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

13. INDEMNITY

Subject to applicable law, the Subrecipient shall and shall require by contract that its subgrantees shall, defend (subject to ORS Chapter 180, save, hold harmless, and indemnify the State of Oregon, OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to, the activities of the Subrecipient or its officers, employees, subgrantees, subcontractors, or agents under this Agreement.

The Subrecipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS Chapter 180), save and hold harmless the State of Oregon, OHCS and their officers, employees and agents (each an “**Indemnitee**”) from and against any and all claims, actions, liabilities, damages, losses, costs and expenses (including attorneys’ fees) arising from, relating to, caused, or alleged to be caused, in whole or in part, by the acts or omissions of the Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“**Claims**”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

14. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “**Claim**”) involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, OHCS and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity,

whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

15. DIVERSITY, EQUITY, AND INCLUSION

OHCS is honored to be a part of the communities we serve. We acknowledge the long history of racial and other forms of discrimination in housing policy and programs. While we cannot change the past, we can commit ourselves to advance equity and racial justice now and in the future. Through meaningful stakeholder engagement, we can achieve equitable outcomes that result in economic prosperity for communities of color and culture and all other people living without affordable housing, social services, and other basic human rights. OHCS is deeply dedicated to reversing the multigenerational effects of structural racism and inequity.

Signature Page

The Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

OHCS:

STATE OF OREGON, acting by and through its **Housing and Community Services Department**

<small>Signed by:</small> <u>Phillip Andrews</u> Phillip Andrews	12/03/2024
<small>BD38F6E9670E452...</small>	
Designated Procurement Officer	Date

<small>Signed by:</small> <u>Nathan Oetting</u> Nathan Oetting	12/03/24
<small>1B885E891F444AF...</small>	
Contract Administrator approval	Date

SUBRECIPIENT:

<small>DocuSigned by:</small> <u>Jimmy Jones</u>	12/3/24
<small>5A38FC5479B5421...</small>	
(Signature)	Date

Jimmy Jones	Executive Director
Printed Name	Title

Approved for Legal Sufficiency in accordance with ORS 291.047:

Approved by Marc Bocci via email, 12/2/2024

EXHIBIT A

Scope of Work

1. **Program Purpose.** As outlined in the ReOregon Action Plan, the Intermediate Housing Assistance (IHA) Program will provide assistance to eligible residents located in the Impacted Area who lack the necessary resources or support networks to obtain affordable rental housing or need alternative housing until permanent housing solutions are secured. “Allowable Program Activities” (Section 2) describes the activities the Subrecipient will provide to develop and implement the IHA program.

2. **Allowable Program Activities.** Subrecipient shall comply and perform and shall cause and require by contract that its subrecipients comply and perform all Program Activities to the satisfaction of Agency and in accordance with the terms of this Agreement and the Program Requirements. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subrecipient or its subrecipients arising under this Subsection 2a or otherwise under this Agreement. The Subrecipient will provide the following scope of services through program close-out or termination of this Agreement, including but not limited to:
 - a. Develop and implement a comprehensive IHA program that conforms to the ReOregon IHA Policy Manual (and any subsequent updates/changes) and any other applicable Program Guidance to enable a timely and equitable delivery of resources to communities who are impacted by the 2020 Wildfires, including, but not limited to communities of color, people with disabilities, and other groups. This includes, developing Standard Operating Procedures, to be shared with Agency upon request.
 - b. Conduct outreach and engagement to potential applicants and housing providers.
 - c. Conduct intake, support applicants in gathering required documentation, receive applications, review potential applicants for eligibility and issue eligibility determinations in accordance with Program Guidance. This includes determining any duplicative disaster assistance received previously for the same purpose that remains to be expended by the Applicant (Duplication of Benefits calculation or DOB), calculating rental subsidy amounts and conducting income recertification in accordance with Program Guidance.
 - d. Conduct inspections of IHA-assisted units (except in cases where participant is only receiving utility assistance) in accordance with Program Guidance. Subrecipient may use any standard inspection method allowable by Program Guidance but must select the same inspection type to be used across all Applicants to ensure that assistance is provided in an equitable manner. Subrecipient will inform OHCS of the allowable inspection type selected and will notify OHCS in advance of any change to the type of inspection being conducted.
 - e. Ensure support and services help survivors overcome any accessibility barriers, including but not limited to language, disability, and national origin/residency status.
 - f. Ensure all staff working on the program are trained, have access to, and understand all current program policies and procedures.
 - g. Create a welcoming environment for applicants and participants based on trauma-informed communication practices.
 - h. Provide housing navigation and case management services to eligible households, including

but not limited to:

- i. Conduct an assessment of each household’s housing needs (including financial) and assist applicants in finding, selecting, and securing decent, safe, and sanitary housing.
 - ii. In collaboration with each household, create a housing stabilization plan that specifies a housing stabilization goal and specific steps that the household and the Subrecipient will take to help achieve that goal.
 - iii. Conduct at least one case management appointment per month with each household to support progress on achieving the housing stabilization plan.
 - iv. Be available to applicants to answer questions regarding the program; program policies and procedures, such as appeals or exception requests; and to support applicants in identifying, collecting, and/or digitizing additional documents or other materials requested by Agency and/or Agency representatives.
 - v. Support applicants in developing appeals, as needed.
 - vi. Coordinate with ReOregon HARP and HSS Down Payment Assistance (DPA), Housing Counseling and Affordable Housing Development programs as needed or required by program design as described in the ReOregon IHA Policy Manual, to support IHA participant transition into permanent housing.
 - i. Provide direct, timely, and accurate payment of IHA benefits to landlords and vendors on behalf of eligible households in accordance with Policy Guidance.
 - j. Collect required program data and maintain documentation of program determinations (including application, eligibility, unit inspection, rental and other subsidies, and termination/client closeout) and case management activities.
 - i. Files must use documents and file checklists provided by OHCS where applicable.
3. **Service Area.** Subrecipients are to serve applicants in their appropriate service area, which may include if an applicant currently lives in the service area or is seeking to find housing in that service area. Service areas are delineated at the county level. Below is the service area for each participating subrecipient:

Subrecipient	Service Area
Access	Douglas County, Jackson County, Klamath County
CSC	Lincoln County, Linn County
Lane County	Lane County
Mid-Willamette Valley	Marion County, Clackamas County

4. **Limitations Pending Environmental Clearance.** OHCS shall coordinate all necessary information to file for an exemption from Environmental Review for the Project(s) in accordance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

5. **Required Use of System of Record.** Applications must be entered into the HMIS Service Point software, either provided by the Agency or provided by the Subrecipient, as the platform for capturing applicant information for processing prioritization. Subrecipient must also use HMIS for ongoing case management, including but not limited to recording income recertifications and assistance payments. Data must be entered into HMIS within three business days of enrollment into the program.
6. **Secondary System of Record for Referrals.** Neighborly will be the System of Record to allow secure information sharing for referrals between ReOregon programs. After determining basic eligibility for ReOregon programs, Subrecipient will ensure all Applicants who indicate interest in other ReOregon programs will have a case record created in the Neighborly system. Interest may be demonstrated by the Applicant on the application or during a later program process, but must be in writing by the Applicant to allow referral and sharing of information. Applicant case files created in Neighborly must be complete with all required fields and supporting document uploads as provided by the Applicant. Subrecipient will also be responsible for sending the referrals tasks to other ReOregon programs as outlined in the program policies and monitoring the system regularly to respond in a timely manner to any requests or referrals received through the system from OHCS or other ReOregon program subrecipients.
7. **Release of information.** Subrecipient shall ensure Applicants provide a release of information for all data and documentation necessary to facilitate review of their application and provision of recovery assistance. The release of information will allow access for any organization with a need for information to provide assistance to an Applicant.
8. **Data Sharing.** Subrecipient shall share all data and documentation necessary to facilitate review of an Applicant's application and provision of recovery assistance with OHCS or any organization that requires this to provide assistance.
9. **Program Management.** Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:
 - a. Secure equipment, technology and workspace required to support program management operations for each project.
 - b. Ensure adequate staffing levels to support all Allowable Project Activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry our program activities.
 - c. Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
 - d. Lead, coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
 - e. Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.

- f. Coordinate documentation submission for the approved Project.
- g. Track and report status and performance of approved Project.
- h. Maintain backup documentation of all Project requests for Reimbursements.
- i. Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- j. Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.
- k. Ensure that all staff have completed applicable OHCS-provided training.

10. Capacity and Risk Assessment. Based on Capacity and Risk Assessment submitted by Subrecipient, Subrecipient shall:

- a. Participate in capacity building activities as directed by the Agency.
- b. Complete all required trainings to improve organizational capacity.
- c. Develop, update, implement or adopt OHCS policies in compliance with state and federal regulations within forty-five (45) days after the Effective Date.
- d. Within forty-five (45) days after the Effective Date, submit an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds that clearly demonstrate appropriate segregation of duties in compliance with 2 C.F.R Part 200.303. Additionally, it needs to identify specific personnel responsible for implementation of Project.

11. Content of Performance Reports and other reports required. Subrecipient must report monthly on activities completed. Monthly Performance Reports shall be provided to OHCS on a form provided by OHCS and include: a summary of services provided by type of service and key demographic information, and key challenges faced by applicants/participants of the IHA program. Subrecipients will be required to complete certification of compliance with all applicable CDBG-DR rules, including Section 504 and language access. Subrecipient will be subject to monitoring from OHCS and may be required to produce any of the applicable documents that are required to be retained under CDBG-DR rules, see Exhibit 5-1: Recordkeeping Checklist for Tracking Activities in HUD publication, "Playing by the Rules: A Handbook for Subrecipients on Administrative Systems," available at: <https://files.hudexchange.info/resources/documents/Playing-By-the-Rules-a-Handbook-for-CDBG-Subrecipients-On-Administrative-Systems.pdf>, including also documentation of all expenditures.

12. Completion of Agreement and Closeout. The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. In cases where funds have not been entirely disbursed, OHCS will work with the Subrecipient to determine when the closeout process shall begin. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

13. Program Plan and Approval. Subrecipient shall prepare and submit to Agency a Program Plan for

providing the IHA program to OHCS for approval within fifteen (15) days of execution of the Agreement, including numerical targets for applicants served. The plan shall also include:

- a. A method to accommodate applicants that cannot complete applications during regular business hours. This requirement can be met through a cooperative agreement with another OHCS-approved service provider.
- b. A method to serve disabled or otherwise home-bound applicants at their residence or other location upon request. This requirement can be met through a cooperative agreement with another OHCS-approved service provider.
- c. The location of a physical office within the County served by the Subrecipient suitable for walk-in clients that is safe and accessible to applicants.
- d. A performance standard to respond to inquiries or requests for intake appointments (preferably within two business days).
- e. Reference to established policies and procedures for handling and disposing of Personally Identifiable Information (PII) and the recovery of the destruction of program information as a result of natural or man-made disaster.

14. Basis for Payment and Reimbursement.

- a. Grantee and its subgrantees must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), or other Agency-approved systems (the "Sites") at the time of client intake for this program. Exceptions are only allowed with prior written approval by Agency. Data must be entered into HMIS within three business days of enrollment into the program.
- b. Grant funds must be requested for reimbursement on a monthly basis. Grantee shall request Grant funds in such form and manner as is satisfactory to or required by Agency. Grantees must retain supporting documentation of all costs charged to the applicable grant and provide evidence that grant funds were spent on allowable costs. When Grantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the Grantee with instructions to provide additional information. The foregoing requirements apply to all Grant funds requested under this Agreement. Final Request for Funds must be received within sixty (60) days after performance period ends March 31, 2027.
- c. Agency will reimburse Subrecipient for the costs specified below that are incurred by Grantee in performing Program Activities, up to the amount specified in Exhibit E of this Agreement. Agency will reimburse Subrecipient based on four factors:
 - i. **Staff time.** Reimbursement for staff time will be based on an all-inclusive hourly rate, which includes salary, fringe benefits, and other employer payroll contributions. Staff time dedicated to grant activities and grant management must be documented and attached to draw requests.
 - ii. **Other direct costs.** Other direct cost categories must be listed on the Subrecipient's approved budget, including the allocation calculation where Subrecipient plans to seek reimbursement for a portion of an expense that also supports programs other than IHA. Possible categories include cost of production or purchase of printed materials;

advertising placement costs; professional services; travel/mileage (based on approved GSA rates); postage; software costs for communications platforms required to carry out authorized activities. All direct costs must be documented with receipts or appropriate records (e.g., for mileage reimbursement) and attached to draw requests.

- iii. **Direct assistance.** Reimbursement for rental and other IHA assistance paid on behalf of IHA-eligible households. Included in this category are eligible pet fees as defined in the program policy.

Indirect Costs. An indirect cost rate, using a federal indirect rate, the HUD de minimis rate, or another reasonable allocation method to compensate Subrecipient for indirect costs, such as facilities and executive staff.

15. Impact on Nonperformance

- a. Subrecipient agrees and understands that failure to meet established deadlines and to comply with all scope of work requirements may result in unacceptable consequences to households or program participants up to and including housing instability, and may result in the Agency's termination of this Agreement. If any circumstances arise that could adversely impact Grantee's performance of the Program Activities, such as loss of key staff or other scenarios, the Subrecipient will notify OHCS in writing as soon as possible.

**EXHIBIT B
INSURANCE
REQUIREMENTS**

Subrecipient shall obtain at Subrecipient's expense the insurance, or self-insurance, in the amounts specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Subrecipient is an employer subject to any other state's workers' compensation law, Subrecipient shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not Required**

Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability

and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not Required**

Subrecipient shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which Subrecipient (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not Required**

Directors, Officers and Organization insurance covering the Subrecipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss.

Subrecipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Subrecipient or the Subrecipient's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subrecipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Subrecipient's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Subrecipient termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall provide to Agency Certificate(s) of Insurance or Letter of Self Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

NOTICE OF CHANGE OR CANCELLATION:

The Subrecipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Subrecipient and Agency.

EXHIBIT C
Federal Grant Award Information

Contact Information:

OHCS:

Nathan Oetting

(Name of Grant Administrator)

Title: Housing Navigation Operations Lead

Address: 725 Summer St NE, Suite B

City, State, ZIP: Salem, OR 97301

Telephone: 503-689-5437

Subrecipient:

Jimmy Jones

(Name of Grant Administrator)

Title: Executive Director

Address: 2475 Center Street

City, State, ZIP: Salem, OR 97301

Telephone: 503-585-6232

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3, 2023
4. This federal award does not have an Indirect Cost Rate for OHCS, negotiated or de minimis. (OHCS will provide reimbursement for Indirect Costs for the Subrecipient under this grant agreement.)
5. Subrecipient's unique entity identifier: 23-7056987

EXHIBIT D
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND
REQUIREMENTS

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement. In addition, Subrecipient shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The Subrecipient shall include these terms and conditions in all subcontracts or purchase orders that Subrecipient enters into in connection with the performance of its obligations under this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of the Subrecipient to be aware of any changes hereto, to implement such changes and to ensure that all subcontractors are made aware of, and comply with, such changes.

General Provisions:

1. GENERAL COMPLIANCE

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of OHCS' responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Subrecipient does not assume any of OHCS' responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Subpart. A, Pt. 35, Subpart. A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable OHCS' policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the ReOregon Website (<https://re.oregon.gov>) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

2. REPORTING REQUIREMENTS

The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by OHCS. The Subrecipient shall cooperate with all OHCS efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

3. FINANCIAL & PROGRAM MANAGEMENT

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its Program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information (<https://www.fsr.gov/>).

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subrecipient represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611. Additionally, the Subrecipient shall notify OHCS as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that OHCS is able to assess such actual or potential conflict. The Subrecipient shall provide OHCS any additional information necessary to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by OHCS, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

When subcontracting, the Subrecipient shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- a) Placing unreasonable requirements on firms in order for them to qualify to do business;
- b) Requiring unnecessary experience and excessive bonding;
- c) Noncompetitive pricing practices between firms or between affiliated Companies;
- d) Noncompetitive awards to consultants that are on retainer contracts,
- e) Organizational conflicts of interest;
- f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g) Any arbitrary action in the procurement process.

The Subrecipient represents to OHCS that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement. The Subrecipient will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. COPELAND “ANTI-KICKBACK” ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by Subrecipient, or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Subrecipient and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

12. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by Subrecipients or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Subrecipient shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Subrecipient shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

- (viii) Activities sponsored by the Subrecipient including social or recreational Programs; and
- (ix) Any other term, condition, or privilege of employment.
- b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipients' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the Subrecipient agrees as follows:

- a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d) The Subrecipient will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g) In the event of the Subrecipient's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- h) Subrecipient shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect

thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a) A stipulation by the Subrecipient or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d) Agreement by the Subrecipient that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Agreement, the Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The parties to this agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

19. FAIR HOUSING ACT

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

20. ENERGY POLICY AND CONSERVATION ACT

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

21. POLITICAL ACTIVITY

Subrecipient agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a OHCS Subrecipient, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The Subrecipient may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

22. RELIGIOUS ACTIVITY

The Subrecipient agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

23. FLOOD DISASTER PROTECTION ACT OF 1973

The Subrecipient will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

24. LEAD BASED PAINT

The Subrecipient must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

25. VALUE ENGINEERING

The Subrecipient must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

27. DRUG-FREE WORKPLACE

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

28. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The OHCS reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

29. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

30. DOCUMENTATION AND RECORD KEEPING

The Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OHCS. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Programs, as modified by the HUD Notices;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program;
- f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

31. ACCESS TO RECORDS

OHCS, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

32. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

The Subrecipient shall retain all official records on Programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between OHCS and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to OHCS upon request.

33. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

The Subrecipient must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or OHCS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with OHCS CDBG-DR Personally Identifiable Information Policy, as found in the ReOregon Website ([link]), which is herein included and made integral part of this Agreement, as it may be updated from time to time. The Subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

34. CLOSE-OUT

The Subrecipient shall comply with the provisions of 2 C.F.R. § 200.344. The Subrecipient's obligation to OHCS shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to OHCS), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD)), balances, and accounts receivable to OHCS), determining the custodianship of records, and the Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

35. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30)

days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

36. SINGLE AUDIT

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify OHCS and shall report that event in the corresponding monthly progress report.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

37. INSPECTIONS AND MONITORING

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with the approved application. In addition, all activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to OHCS. The Subrecipient may report these matters via the monthly Performance Report or may contact OHCS, as appropriate, at any other time.

The Subrecipient shall permit OHCS and auditors to have access to the Subrecipient's records and financial statements as necessary for OHCS to meet the requirements of 2 C.F.R. Part 200.

38. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose

additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

39. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. OHCS must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

The Subrecipient shall include all applicable OHCS' conditions (as revised from time to time by OHCS in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down these Conditions, as well as termination for convenience of OHCS, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts, Standard Clauses for Contracts with OHCS, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

40. NONDISCRIMINATION

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to Programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD Programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD Programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

41. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the definition of “building” as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as

revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

42. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

a) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for

which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

c) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE’s. Subrecipient shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (<https://re.oregon.gov>) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

d) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

43. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The Subrecipient agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

44. CITIZEN GRIEVANCES

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the Program so that OHCS may respond appropriately within fifteen (15) business days of the receipt of the complaint.

45. TECHNICAL ASSISTANCE AND TRAININGS

The Subrecipient shall certify attendance for any and all technical assistance and/or applicable program trainings that the OHCS requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property

acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this Agreement and its exhibits, in accordance with 2 C.F.R. § 200.208, OHCS reserves the right and authority to impose additional specific conditions under any of the following circumstances:

- a) At the OHCS' sole discretion when OHCS finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR funds allocated under this Agreement or any other agreement with OHCS.
- b) When Subrecipient fails to meet expected performance goals under this Agreement.
- c) When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- d) When, in the OHCS' sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-DR Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition OHCS deems reasonable and necessary to safeguard Federal funds or the OHCS' interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

48. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

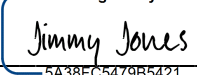
- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of

this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

EXHIBIT E

The Subrecipient acknowledges that it has received and approved the Project Budget that is attached hereto (“MWVCAA-IHA Subrecipient Budget-Final”).

DocuSigned by:

5A38FC5479B5421...

Signature

3 Dec 2024

Date

Jimmy Jones Executive Director

Print Name and Title

EXHIBIT F

Project Description Form, applicable attachments and checklists, and certifications are attached as Exhibit F.

1) IHA Case File Documentation Plan - Checklist And Review Process

This IHA documentation checklist covers what documentation subrecipients are required at minimum to retain for each case file. Some documentation may also meet the requirements outlined in the IHA Invoice Documentation Plan – Checklist and Review Process section in this Exhibit.

DOCUMENT TYPE/NAME	RESPONSIBILITY OF COMPLETING
Program Application	Applicant
Valid Photo ID for Applicant and Any Co-Applicant	Applicant
Income Information for All Household Members (18+)	Applicant
Proof of Primary Residence at time of the Disasters	Applicant
Proof of Damages Due to the Disasters	Applicant
Proof of Other Assistance Received	Applicant
Proof of Monthly Housing Costs	Applicant
Power of Attorney Documents (If Applicable)	Applicant
Copies Notification Letters Including But Not Limited To Eligibility Determination, Wait List Status, Incomplete Application, Rent Assistance Change, Termination of Services	Program
Household Income Certifications (initial and recertifications)	Program & Applicant
AGI Worksheet (If Applicable)	Program & Applicant
Certification Of Zero Income (If Applicable)	Applicant
Certification Of Reoccurring Cash Contributions (If Applicable)	Applicant
Certification Of Business Income (If Applicable)	Applicant
Duplication Of Benefits Calculator	Program & Applicant
Eligibility Review Checklist	Program
Award Calculators	Program
Participation Agreement & Award Letters	Program & Applicant
Applicable Inspection Form And Results, Including Any Failure Letters If Applicable	Program
Housing Stabilization Plan	Program
Copy of the Signed Rental Agreement/Lease	Applicant
Disclosures and Pamphlets provided to Applicant Including but not Limited to Lead Based Paint, Violence Against Women Act, Tenant Raights, Notice on Equal Access	Program
W9 from Landlord	Program & Landlord
Landlord Notification of Payment	Program & Landlord
Landlord Rental Agreement	Program & Landlord
Reasonable Accommodations Request Form (If Applicable)	Program & Applicant
Exception/ Hardship Cases Request Form and any Supporting Documentation (If Applicable)	Program
Copies of Applicant Appeal and Any Supporting Documentation, Appeal Decision	Program
Other Documentation as Required to Document Applicant’s Eligibility, Progress Towards Stabilization, Current Housing Situation and Award Calculations	Program

2) IHA Invoice Documentation Plan - Checklist and Review Process

This IHA documentation checklist covers what documentation subrecipients are required to submit in order for OHCS to conduct a programmatic review of direct assistance costs. Some documentation for direct assistance can be retained by the subrecipient until requested by OHCS.

For staff payroll and other direct costs (e.g., travel, materials, supplies, and facilities and admin), IHA subrecipients should refer to the Supporting Document Checklist contained in Chapter 4 (Financial Management) of the Subrecipient Manual. These costs will be invoiced by the subrecipient and supporting documentation should be provided.

SECTION	DOCUMENTATION REQUIRED FOR REVIEW	INVOICED/ RETAINED ¹	REVIEW FREQUENCY
GENERAL	• Invoice Coversheet with summary of detailed list of expenses	Invoiced	On Monthly Invoice
	• Statement of Activities/ Income Statement	Invoiced	On Monthly Invoice
	• HMIS Report (Clients in Service Report or similar)	Invoiced	On Monthly Invoice
CONTRACTUAL: RENTAL ASSISTANCE – FINANCIAL ASSISTANCE	• Landlord Rent Register/Invoices reflecting rents, late payments, etc. (if applicable) – to ensure ineligible costs such as late fees that are not associated with approved rental arrears are not included in payment request	Invoiced	On Monthly Invoice
	• Itemized Utility Bill/Statement (all pages) (for utility costs not included in monthly rents)	Retained	As Requested
	• Security Deposits (as reflected in lease agreement)	Retained	As Requested
	• Invoices for Other Services/Fees (i.e., application fees, credit check fees, inspection fees (staff costs, 3 rd party invoices), etc.)	Retained	As Requested
CONTRACTUAL: RENTAL ASSISTANCE – SUPPORTIVE SERVICES	• Case Management ² : 1) mileage for case managers using personal vehicles; 2) bus passes, transit tickets for program participants to participate in case management for housing stability; 3) if applicable, cost of fleet vehicles (i.e., mileage, leasing /purchasing, cost of gas, insurance, maintenance) - methodology of share of costs charged to program must be defensible	Retained	As Requested
	• Housing Navigation ³ : 1) mileage for case managers; 2) bus passes, transit tickets for program participants to find housing; 3) cost of fleet vehicles (methodology of share of costs charged to program must be defensible)	Retained	As Requested
	• Other Direct Charges Related to Housing Navigation – invoices/other proof of expenses	Retained	As Requested

PUBLIC SERVICE	<ul style="list-style-type: none"> Pet Deposit(s)/Pet Fees/Pet Rent- landlord Rent Register/Invoices reflecting pet fees, etc. (if applicable) 	Retained	As Requested
RELOCATION ASSISTANCE	<ul style="list-style-type: none"> Moving costs – invoices for moving company, moving supplies, temporary storage facilities, etc. 	Retained	As Requested

¹ Column indicates whether a particular document will be provided to OHCS as part of the review of the invoice package or retained in the subrecipient’s case file and sampled by OHCS in a later monitoring.

² Case Management covers the transportation to conduct outreach/meetings with program participants.

³ Housing Navigation covers the transportation to obtain housing for program participants.

Additional Note: Invoices and documentation of expenditures must be accompanied by proof of payment and must properly reference the client, when applicable:

- Detailed receipts (date of purchase, itemization, costs, etc.)
- Cancelled Checks (front and back reflecting tendered instrument)
- Bank Statements reflecting transaction or batch including transaction
- Credit Card Statements (for expenses paid with CC)
- Detailed G/L reflecting debit (payment)
- ACH Proof of Payment
- Paid invoice from vendor

Invoice Review and Approval Process:

- For monthly invoices, OHCS will review packages for completeness and accuracy before processing reimbursements.
 - Apart from the landlord rent register or an invoice, IHA subrecipients are not required to submit specific documentation to OHCS for direct assistance costs at the time of reimbursement.
- For the first three months (from the time the subrecipient starts to invoice costs), **10 percent** of the file documentation will be sampled and reviewed prior to approval for reimbursement. For subrecipients with fewer caseloads, a **minimum of 3 files** will be reviewed.
 - OHCS will review the sampled files to verify:
 - 1) that documentation exists to support the sampled cost,
 - 2) that retained documentation can be received in a timely manner when requested,
 - 3) that there are no inconsistencies in the rent register, and
 - 4) that the total amount being requested for reimbursement is accurate.
 - In order for OHCS to feel comfortable moving to a more periodic monitoring, the sampled files need meet a 100% accuracy rate by the end of first three months.
 - Once IHA subrecipients have demonstrated a grasp on the program policies and required documentation, OHCS would move to independent sampling review on a **quarterly or ad-hoc basis**.
- If a subrecipient fails to pass the sampling and review of file documentation after the first three months, OHCS may choose to conduct three additional quarters (9 more months) of QA/QC. The fourth quarter will likely be a more expansive review done through the annual monitoring.

OHCS will conduct annual monitoring of IHA subrecipients. The results of the sampling and review will likely inform how OHCS conducts the monitoring visit with each subrecipient.

OHCS IHA SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Mid-Willamette Valley CAA
PROJECT STATUS:	Application Submitted
PROGRAM:	Intermediate Housing Assistance
CONTRACT NUMBER:	
CONTRACT NTE:	\$ 1,007,653.85

PROJECT PERIOD OF PERFORMANCE:	
START DATE:	10/1/2024
END DATE:	3/31/2027
DURATION (TIME):	2 Years, 5 Months, 30 Days
DURATION (DECIMAL):	2.50

Budget Category	C	D	E	F	G = D * F	J = G - I	K		
Rental Assistance - Financial Assistance	Unit	Quantity	Contract Type	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Rent Payments	each	15.00	Other	29,250.00	438,750.00	438,750.00	-	Figures based on who MWV is currently serving at the moment. Looks at current rent minus how much the participant contributes. Added \$150/mth to the rent. Projecting 18 households to be served (since WRRRA ended) over 15 months. Estimating \$1,625 per HH.	
Utility Payments	each	15.00	Other	2,250.00	33,750.00	33,750.00	-	Payments for 15 months.	
Security Deposits	each	10.00	Other	3,000.00	30,000.00	30,000.00	-	Projecting 10 HHs to receive the security deposits.	
Total Rental Assistance - Financial Assistance					502,500.00	502,500.00	-		

Rental Assistance - Supportive Services Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
<i>Note: Section is for personnel delivering services (i.e. case mngt, housing navigation)</i> Coordinator	annual salary	2.50	100%	71,162.00	177,905.00	177,905.00	-	Working directly with clients.	
Program Manager	annual salary	2.50	33%	33,371.72	27,531.66	27,531.66	-	Making sure billings are done and resolving issues and concerns.	
	annual salary	0.00	0%	-	-	-	-		
	annual salary	0.00	0%	-	-	-	-		
	annual salary	0.00	0%	-	-	-	-		
Total Personnel (Salaries/Benefits)					205,436.66	205,436.66	-		

Rental Assistance - Supportive Services	Unit	Quantity	Contract Type	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Application Fees	each	20.00		60.00	1,200.00	1,200.00	-	Application fees for 10 new households	
	each	0.00		-	-	-	-		
Total Rental Assistance - Supportive Services					1,200.00	1,200.00	-		

Public Service	Unit	Quantity	Contract Type	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Pet Deposits	each	5.00		500.00	2,500.00	2,500.00	-	Pet Deposits for additional households	
Total Public Service					2,500.00	2,500.00	-		

Relocation/Moving Assistance	Unit	Quantity	Contract Type	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Moving Fees	each	5.00		500.00	2,500.00	2,500.00	-	Moving fees for additional households	
Total Relocation Assistance					2,500.00	2,500.00	-		

Administration - General Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
<i>Note: Section is for general personnel (i.e., admin, finance staff, etc.)</i>									
	annual salary	0.00	0%	-	-	-	-		
	annual salary	0.00	0%	-	-	-	-		
	annual salary	0.00	0%	-	-	-	-		
Total Personnel (Salaries/Benefits)					-	-	-		

Administration - Travel	Unit	Quantity	[BLANK]	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Airfare & Transportation	trip	0.00		-	-	-	-		
Lodging	nights	0.00		-	-	-	-		
Meals & Incidental Expenses	days	0.00		-	-	-	-		
Mileage	miles	3,600.00		0.67	2,412.00	2,412.00	-	On average, Coordinator billing 150 miles per month.	
Total Travel					2,412.00	2,412.00	-		

Administration - Other Direct Costs (ODCs)	Unit	Quantity	[BLANK]	Rate	Estimated Budget	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Staff Office Rent	each	24.00		1,000.00	24,000.00	24,000.00	-	Square footage used to prorate the amount of rent to be charged to the IHA program.	
Staff Supplies	each	24.00		200.00	4,800.00	4,800.00	-	Supplies for the Coordinator.	
Total Other Direct Costs					28,800.00	28,800.00	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please

Administration - Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				3%	8,743,506.10	262,305.18		MWVCAA is using a Cost Allocation Plan. Figures here are based on sample workbook (for June). Assumption around the rate based on a similar grant '1620' and expected monthly transactions to hit the grant.	
Total Facilities & Admin					8,743,506.10	262,305.18	-		

CONTINGENCY BUDGET	\$ -
TOTAL PROJECT BUDGET	\$ 1,007,653.85

*If cell is red, project budget exceeds NTE contract amount and needs to be adjusted

OHCS REVIEWER QUESTIONS

The following checklist should be utilized as guide when reviewing the Subrecipient Budget Request Form. This list is **not** all encompassing and additional questions may need to be considered. When utilizing this checklist, the user should select the appropriate drop down option.

Header (on Sub Budget tab)

Verify all sections are complete:

- Subrecipient Name
- Project Status
- Program
- Contract Number
- Contract NTE
- Project Period of Performance (Start & End Date- Note that duration will automatically calculate)
Note- if this cell is not completed, sections may flag throughout document.

Reviewer Notes

Personnel

Verify the following information:

- Duration (for employees) is less than or equal to duration of period of performance
Note- If it is not, it will flag as red
 - Level of effort does not exceed 100%
Note- If it does, it will flag as red
 - If additional funding is being utilized, the other source selected
 - Job analysis or descriptions for staff have been provided
 - It is clear how each staff member is contributing to the program/project
 - Has the subrecipient already paid for any of these budget line items
- If the subrecipient utilized the personnel tab, verify the following information:
- Duration is less than or equal to duration of period of performance
Note- If it is not, it will flag as red
 - Salary is annualized and appears reasonable
 - Fringe is annualized and appears reasonable
 - Annual Salary increase make sense and there is supporting documentation if needed
 - Annual Fringe increase make sense and there is supporting documentation if needed
 - The information provided explains the rationale used to derive the costs being charged to CDBG-DR
 - Additional support is provided if needed (e.g., fringe rate approval, org chart, position descriptions)

Reviewer Notes

In cases where there are multiple contracts for the same subrecipient, the following should be verified:

- The level of effort between the budgets for individual personnel does not exceed 100%
- The subrecipient has sufficient processes in place to distinguish personnel cost between contracts.

Reviewer Notes

Contractal (on Sub Budget tab)

Verify the following information is completed if costs are listed:

- Unit has been selected
- Quantity is entered
- Contract Type is complete
- Rate has been entered
- Estimated Budget is completed
- All other sections are completed as necessary

Confirm the following information for each contract:

- Estimated Budget makes sense with the information provided
- In accordance with 2 CFR 200, all costs are allowable, reasonable, and allocable to a federal award
- If the contracts have been procured, verify they have been procured in accordance with Federal requirements
- Has the subrecipient already paid for any of these budget line items
- Has work started on any of the budget line items

In cases where there are multiple contracts for the same subrecipient, the following should be verified:

- The contracts listed note if they are being utilized for multiple programs
- The subrecipient has sufficient processes in place to distinguish contract cost between

Reviewer Notes

Travel (on Sub Budget tab)

Verify the following information if travel costs are listed:

- Travel rate listed does not exceed per diem
- Mileage rate matches GSA rate
- Identified the purpose of travel (who is traveling and for what purpose)

Reviewer Notes

Other Direct Costs (ODCs) (on Sub Budget tab)

Verify the following information if ODCs are listed:

- Description/Notes is completed describing the listed costs

Reviewer Notes

Facilities & Admin (Indirect Costs) (on Sub Budget tab)

If the Subrecipient is utilizing an indirect cost rate, verify the following:

- The rate has been selected
- If 10% de minimis is selected, verify:
 - No indirect/overhead cost are included in the worksheet (e.g., space costs, utility, or administrative costs). No additional information will need to be provided.

If utilizing an approved indirect cost rate, verify:

- Verify adequate documentation has been submitted
- Verify that there is no overlap between what has been submitted as part of this rate and the ODCs

Reviewer Notes

Project Totals (on Sub Budget tab)

Verify the following information:

- The Total Project Budget matches Contract NTE (cell will turn green)
If cell does not match- Does the contract need adjusted or does the budget need to be reallocated?

General Questions

- Are there costs not being factored into the budget that should be added?
- Do we understand how the subrecipient will be billing/invoicing for specific costs on the budget form?
At invoicing, what will be the source documentation? What is frequency of invoicing?
- To be informed of program changes and allocate funding when needed, have we confirmed the frequency that this budget report is updated by the subrecipient?

Reviewer Notes

U.S. General Services Administration

Website: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rate>

Daily lodging rates (excluding taxes) | October 2023 - September 2024

[Cities not appearing below may be located within a county for which rates are specified.](#)

Primary Destination	County
Beaverton	Washington
Bend	Deschutes
Clackamas	Clackamas
Eugene / Florence	Lane
Lincoln City	Lincoln
Portland	Multnomah
Seaside	Clatsop
Standard Rate	Applies for all locations without specified rates

Meals & Incidentals (M&IE) rates and breakdown

[Cities not appearing below may be located within a county for which rates are specified.](#)

Primary Destination	County
Beaverton	Washington
Bend	Deschutes
Clackamas	Clackamas
Eugene / Florence	Lane
Lincoln City	Lincoln
Portland	Multnomah
Seaside	Clatsop
Standard Rate	Applies for all locations without specified rates

as-results?action=perdiems_report&fiscal_year=2024&state=OR&city=&zip=

ber 2024

[e listed. To determine the county a destination is located in, visit the Census Geocoder](#)

Oct	Nov	Dec	Jan	Feb	Mar	Apr
\$136	\$136	\$136	\$136	\$136	\$136	\$136
\$126	\$126	\$126	\$126	\$126	\$126	\$126
\$127	\$127	\$127	\$127	\$127	\$127	\$127
\$132	\$132	\$132	\$132	\$132	\$132	\$132
\$131	\$131	\$131	\$131	\$131	\$131	\$131
\$182	\$152	\$152	\$152	\$152	\$152	\$152
\$130	\$130	\$130	\$130	\$135	\$135	\$135
\$107	\$107	\$107	\$107	\$107	\$107	\$107

[e listed. To determine the county a destination is located in, visit the Census Geocoder](#)

M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental
\$64	\$14	\$16	\$29	\$1
\$64	\$14	\$16	\$29	\$1
\$64	\$14	\$16	\$29	\$1
\$64	\$14	\$16	\$29	\$1
\$69	\$16	\$17	\$31	\$1
\$74	\$17	\$18	\$34	\$1
\$69	\$16	\$17	\$31	\$1
\$59	\$13	\$15	\$26	\$1

1.

	May	Jun	Jul	Aug	Sep
	\$136	\$136	\$136	\$136	\$136
	\$126	\$191	\$191	\$191	\$126
	\$127	\$148	\$148	\$148	\$127
	\$132	\$206	\$206	\$132	\$132
	\$131	\$131	\$202	\$202	\$131
	\$152	\$182	\$182	\$182	\$182
	\$135	\$135	\$222	\$222	\$130
	\$107	\$107	\$107	\$107	\$107

1.

Expenses	First & Last Day of Travel
5	\$48
5	\$48
5	\$48
5	\$48
5	\$52
5	\$56
5	\$52
5	\$44

INSTRUCTIONS FOR HOW TO COMPLETE THE BUDGET FORM

Purpose: This budget form will allow subrecipients to inform OHCS of their program budget. If the subrecipients is associated with more than one CDBG-DR program or project, the subrecipient will need to develop more than one budget; one per program or project. This budget form acts like a summary sheet. The subrecipient is encouraged to either include additional tabs for more detail or submit supporting documentation to explain how budgets are derived. In addition, the "Review Qs" tab provides a checklist for OHCS reviewers and questions that OHCS may ask, so subrecipients may want to look at that tab when preparing their budgets.

On the bottom of the form, if needed, be sure to identify if there will be contingency in the budget and whether the subrecipient elects to include indirect costs as part their budget. If the subrecipient has an approved indirect cost rate, please provide support.

REMINDER: After the execution of the Subrecipient Agreement, this budget form will be updated on a quarterly basis. If there are changes, make sure to highlight them (e.g., change to line items, contingency, or need for more/less funding). If there is no change, feel free to indicate that nothing was changed in the budget.

Note: The Personnel (2nd tab) may be utilized to calculate an annual rate to utilize on the Sub Budget tab (1st tab) in the Payroll section. If using this tab, formulas are already in place to pull the role/title, duration, and annual rate over from the Personnel tab. If the user is not using the Personnel tab, then the user should overwrite the formulas.

Category	Category Item	Required Info
PAYROLL (1st tab)	Unit	Specify if the employee is paid hourly, weekly, monthly, or annually. This will influence how we calculate the LOE and what is entered for the Rate.
	Duration	Information entered into the "Duration" field corresponds with "Unit" and represents how much time the program/project will operate during the grant life cycle. Please pay attention to the "Unit" specified and what the associated "Duration" will be.
	Level of Effort (LOE)	LOE represents how much time each staff member expects to allocate to the program/project in a percentage format.
	Rate	Amounts entered into the Rate column would include the total of salaries, fringe, and benefits as well as projected increases in salaries and fringe.
	Estimated Budget	Uses the "Duration", "LOE", and "Rate" to calculate the total cost.
	Other Source	Identify if there are other sources of funding contributing to the budget (e.g., FEMA PA, FEMA HMGP, regular CDBG, FTA/FHWA, SBA, Insurance, General Fund, Private Funds, LITHC, and Other). If there are more than one funding source for a cost, just select other. Use the description field to explain.
	Additional Funding	Enter the cumulative combined amount of all other funding sources.
	CDBG-DR Budget	Calculates the amount to charged to the CDBG-DR grant. Formula is "Estimated Budget" minus "Additional Funding".
	Spending to Date	If spending has already occurred, identify how much of the budget has been spent.
	Description	Use this field to explain any nuances with figures, explain why a cost is included, or identify where information is being pulled from. Information entered here will be helpful for the OHCS reviewer.
Indirect Pool	This field provides a dropdown of "yes" or "no". This should be selected if this costs is used to calculate the indirect rate.	

Category	Category Item	Required Info
PERSONNEL (2nd tab)	Duration	Information entered into the "Duration" field corresponds with "Unit" and represents how much time the program/project will operate during the grant life cycle. Please pay attention to the "Unit" specified and what the associated "Duration" will be.
	Salary	Salary represents the expected annual costs of an individual's salary without fringe benefits.
	Fringe	Fringe represents the expected annual costs of an individual's fringe benefits.
	Annual Salary % Increase	Percentage increase in salary that are expected each year.
	Annual Fringe % Increase	Percentage increase of Fringe benefits that are expected each year.
Annual Rate	Annual rate represents the average salary of an individual for the duration selected (rounded up) and includes fringe benefits, and expected annual salary and fringe increases.	

Category	Category Item	Required Info
RENTAL ASSISTANCE, PUBLIC SERVICES, RELOCATION (1st tab)	Unit	A dropdown field where for contracts, it will likely be set to "each".
	Quantity	Specify the expected quantity to be bought or received. Most cases will be 1 per contract.
	Contract Type	A dropdown field to identify if a procured contract is "Firm Fixed Price" (FFP), "Time and Materials" (T&M), "Unit Price", or "Other".
	Rate	Will be left blank if for contracts. If we are tracking deliverables that a subrecipient expects to complete (e.g., households assisted), then "Quantity" would identify the population and the "Rate" would specify the cost per quantity.
	Estimated Budget	For contracts, enter the contract value or not-to-exceed amount. For deliverables, use the "Quantity" and "Rate" to calculate the total cost.
	Other Source	A dropdown field to identify if there are other sources of funding contributing to the budget (e.g., FEMA PA, FEMA HMGP, regular CDBG, FTA/FHWA, SBA, Insurance, General Fund, Private Funds, LITHC, and Other). If there are more than one funding source for a cost, just select other. Use the description field to explain.
	Additional Funding	Enter the cumulative combined amount of all other funding sources.
	CDBG-DR Budget	Calculates the amount to charged to the CDBG-DR grant. Formula is "Estimated Budget" minus "Additional Funding".
	Spending to Date	If spending has already occurred, identify how much of the budget has been spent.
	Description	Use this field to explain any nuances with figures, explain why a cost is included, or identify where information is being pulled from. Information entered here will be helpful for the OHCS reviewer.
Indirect Pool	This field provides a dropdown of "yes" or "no". This should be selected if this costs is used to calculate the indirect rate.	

Category	Category Item	Required Info
TRAVEL & ODCS (1st Tab)	<i>Unit</i>	A dropdown field to specify the units being bought. For travel, it could be number of trips, nights, or days. For ODCs, quantities may be the following: each, bundle, hours, days, weeks, months, or shipment. Note for both travel and ODCs, if the user is utilizing a different unit, they may type this in on this field.
	<i>Quantity</i>	Specify the expected quantity to be bought or received.
	<i>[BLANK]</i>	No info required
	<i>Rate</i>	For travel lodging and meals, refer to GSA tab for current rates. For other costs, find market rate quotes.
	<i>Estimated Budget</i>	Uses the "Quantity" and "Rate" to calculate the total cost.
	<i>Other Source</i>	Identify if there are other sources of funding contributing to the budget (e.g., FEMA PA, FEMA HMGP, regular CDBG, FTA/FHWA, SBA, Insurance, General Fund, Private Funds, LITHC, and Other). If there are more than one funding source for a cost, just select other. Use the description field to explain.
	<i>Additional Funding</i>	Enter the cumulative combined amount of all other funding sources.
	<i>CDBG-DR Budget</i>	Calculates the amount to be charged to the CDBG-DR grant. Formula is "Estimated Budget" minus "Additional Funding". If a subrecipient does not have the details for travel, enter a lump sum amount in the "CDBG-DR Budget" column and include notation.
	<i>Spending to Date</i>	If spending has already occurred, identify how much of the budget has been spent.
	<i>Description</i>	Use this field to explain any nuances with figures, explain why a cost is included, or identify where information is being pulled from. Information entered here will be helpful for the OHCS reviewer. For travel costs, specify the origin, destination, number of travellers, and purpose.
<i>Indirect Pool</i>	This field provides a dropdown of "yes" or "no". This should be selected if this costs is used to calculate the indirect rate.	

Version Number	Sub-Budget	Personnel
v2	Created	Created

Review Qs	Instructions
Created	Created

Version History
Created

I, hereby acknowledge that I reviewed and agree with Project Budget.

SUBRECIPIENT:

DocuSigned by:

Jimmy Jones

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(Signature)

3 Dec 2024

Date

Jimmy Jones

Printed Name

Executive Director

Title