

OHCS IAA #8010/ OregonBuys #PO-91400-00023438
ODHS IAA #181307

INTERAGENCY AGREEMENT

This Agreement is between Oregon Housing and Community Services "OHCS" and the Oregon Department of Human Services "ODHS", both individually without distinction as "Party" and collectively as the "Parties."

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and ORS 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers, or administering policies or programs.

SECTION 2: PURPOSE

- 2.1** OHCS and ODHS jointly recognize the high importance of ensuring that survivors of the 2020 Labor Day fires (Survivors) continue to receive Disaster Case Management (DCM) services. Hundreds of families are still without permanent replacement housing and remain in the recovery phase of the disaster, which has many facets in addition to housing.
- 2.2** ODHS has been managing the DCM effort, utilizing both ODHS employees and ODHS-funded positions at local community-based organizations (CBOs) and is the right entity to continue to do so.
- 2.3** The State of Oregon was awarded \$422,286,000 in federal funding through a US Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Relief (CDBG-DR) to support long-term recovery and mitigation efforts following the 2020 Wildfires (Federal Register, Vol. 87, No. 23, February 3, 2022).
- 2.4** The CDBG-DR funding is administered by OHCS. OHCS developed an Action Plan (aka “ReOregon”) that describes how OHCS will use the CDBG-DR funding through extensive public engagement in fire-impacted areas. The Action Plan was approved by HUD in October 2022. The Action Plan is available at re.oregon.gov.
- 2.5** OHCS and ODHS agree that \$3,050,000 of OHCS’ CDBG-DR grant can and will be used to continue DCM services.
- 2.6** The purpose of this Agreement is to engage ODHS to continue providing DCM services as described herein.
- 2.7** The funding provided under this agreement does not supplant any other available funding. The parties have been working to identify replacement funding since the end of the Federal Emergency Management Agency-funded Disaster Case Management Program. ODHS was able to identify state funding to extend that program. When that funding source ended, OHCS agreed to dedicate CDBG-DR funds to continue DCM services to ensure that other non-housing barriers do not prevent ReOregon grant

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recipients and other fire-impacted households from completing their recovery.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement begins on the date it has been signed by both Parties (Effective Date), and terminates on June 30, 2025, unless terminated earlier in accordance with Section 7.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OHCS' AUTHORIZED REPRESENTATIVE IS:

Name: Alex Campbell
Address: 725 Summer St. NE, Suite B, Salem, OR 97301
Telephone: 971-433-9210
Email: alex.j.campbell@hcs.oregon.gov

4.2 ODHS' AUTHORIZED REPRESENTATIVE IS:

Name: Max Seiler
Address: 500 Summer St. NE, Salem, OR 97301
Telephone: 503-890-2388
Email: max.seiler@odhs.oregon.gov

4.3 A Party may designate a new Authorizer Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 OHCS must:

- 5.1.1** Provide information to ODHS on: 1) ReOregon policies and procedures relevant to the DCM services provided under this Agreement and 2) ReOregon program rules and eligibility criteria to enable ODHS to provide appropriate referrals for OHCS programs;
- 5.1.2** Establish agreements with local or regional CBOs to provide services specific to completing OHCS' ReOregon application process;
- 5.1.3** Be responsible for meeting all HUD reporting requirements, including the compiling, preparing, and submitting of any and all reports; and
- 5.1.4** Meet with ODHS at least quarterly, or as either Party may need, to coordinate efforts on program implementation for the purpose of promoting the success of OHCS' ReOregon program.
- 5.1.5** Provide technical assistance to ODHS staff on ReOregon program

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implementation including compliance with HUD CDBG-DR rules, statutes, and regulations.

5.2 ODHS must:

- 5.2.1** Assess, classify, and document Survivors' recovery needs and accept fire-impacted Survivors in the wildfire impacted communities of Clackamas, Douglas, Jackson, Klamath, Lane, Linn, Lincoln, and Marion counties. All DCM services must be within the bounds of the "Housing and Recovery Services" program of the Action Plan. ODHS must ensure that at least 51% of program beneficiaries qualify as low- or moderate-income (defined as having gross household income no greater than 80% of area median income as published by HUD for the relevant county);
- 5.2.2** Identify potential beneficiaries for ReOregon programs and inform them of the opportunity to apply;
- 5.2.3** Attempt to contact Survivors who may be eligible for ReOregon to: 1) conduct pre-screening for ReOregon eligibility, and 2) seek permission from Survivors to share information with program partners, such as OHCS grantees and contractors, for the purpose of assisting Survivors with ReOregon applications;
- 5.2.4** Establish agreements with local or regional CBOs to provide DCM services. All agreements must comply with HUD requirements. For the purposes of this Agreement, DCM services include a range of social work-type assistance to support Survivors in multiple areas of recovery, including mental/ behavioral health, trauma, financial recovery, and others. DCM service providers under this Agreement will not be supporting Survivors with completion of any ReOregon application process;
- 5.2.5** Continue to provide ongoing DCM services as needed, for the duration of the Agreement utilizing ODHS employees and ODHS-funded positions at local CBOs;
- 5.2.6** Conduct demobilization, as appropriate based on case status, as Survivors are determined to no longer require DCM services;
- 5.2.7** ODHS must complete and submit a monthly report by the 15th of each month for the previous month. The report must be submitted in the form and with the content specified and required by OHCS. OHCS will notify ODHS in writing of the guidelines and requirements applicable to the submittal of the monthly report.
- 5.2.8** Meet with OHCS at least quarterly, or as either Party may need, to coordinate efforts on program implementation for the purpose of promoting the success of OHCS' ReOregon program;

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- 5.2.9** Comply with all applicable HUD and CDBG-DR rules, regulations, and statutes, including documenting National Objective (Urgent Need of Low-/Moderate-Income) for each recipient of DCM services. Such documentation must be provided to OHCS or HUD, as those entities may request, within ten (10) business days of a request;
- 5.2.10** Ensure that all expenditures funded under this Agreement are eligible activities under OHCS' Action Plan; and
- 5.2.11** Ensure that all grants, contracts, and other agreements made with funding from this Agreement include appropriate language requiring compliance with all applicable HUD and CDBG-DR rules, regulations, and statutes.

SECTION 6: COMPENSATION AND PAYMENT TERMS

OHCS will reimburse ODHS, up to but not in excess of \$3,050,000.00, for all expenses reasonably and necessarily incurred in performing the services and delivering the goods required under this Agreement. Payment shall be made monthly, for services provided and goods delivered to OHCS' satisfaction during the prior month, after submission of a satisfactory invoice using a draw request form to be provided by OHCS.

SECTION 7: TERMINATION

- 7.1** This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.2** A Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7.3** A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
 - 7.3.1** The terminating Party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
 - 7.3.2** Federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited, or the terminating Party is prohibited from paying for such performance from the planned funding source; or
 - 7.3.3** The other Party materially breaches a covenant, warranty, or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its

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terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 8: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented, or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 9: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or email address set forth in this Agreement, or to such other addresses as a Party may indicate pursuant to this Section 9.

SECTION 10: SURVIVAL

All rights and obligations cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination will not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 11: SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 12: COUNTERPARTS

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

SECTION 13: LIABILITY AND INSURANCE

- 13.1** The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party accepts that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- 13.2** Any tort liability claim, suit, or loss resulting from or arising from the Parties' performance of, or activities under, this Agreement will be allocated, as between the

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Parties, in accordance with law, by the Department of Administrative Services, Risk Management, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party must notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

SECTION 14: DAS REPORTING REQUIREMENT

OHCS shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHCS shall submit a summary of this Agreement to the Oregon Department of Administrative Services through Oregon Buys (<https://oregonbuys.gov/>) within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 15: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 16: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local laws and regulations.

SECTION 17: NO THIRD-PARTY BENEFICIARIES

OHCS and ODHS are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 18: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement due to any event or cause which is beyond that Party's reasonable control.

SECTION 19: MERGER, WAIVER, AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver,

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consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.

SECTION 20: SUBCONTRACTS AND ASSIGNMENT

- 20.1** Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 20.2** Neither Party may assign, delegate, or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 21: AGREEMENT DOCUMENTS

This Agreement includes the following documents, which are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A: Federal Terms and Conditions
- Exhibit B: HUD Provisions

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

State of Oregon, acting by and through its Oregon Department of Human Services, by:

Edwin A. Flick Digitally signed by Edwin A. Flick
Date: 2023.07.31 12:16:07 -07'00'

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Housing and Community Services, by:

Sarah Roth

Sarah Roth

Authorized Signature

Printed Name

Central Services Administrator

8/10/2023

Title

Date

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EXHIBIT A
FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, OHCS' payments to ODHS under this Agreement will be paid in whole or in part by funds received by OHCS from the United States federal government. If so specified then ODHS, by signing this Agreement, certifies neither it nor its employees, contractors, or grantees who will perform services are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHCS has determined:

ODHS is a subrecipient ODHS is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 14.228.

2. FEDERAL PROVISIONS

- 2.1.** The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.
- 2.2.** ODHS must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, grant, or other agreement between ODHS and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.
- 2.3.** ODHS must include and incorporate the provisions described below in all contracts, grants, or other agreements that may use, in whole or in part, the funds provided by this Agreement.
- 2.4.** ODHS must comply, and ensure the compliance by contractors and grantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. ODHS must inform contractors, grantees, and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – ODHS is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Agreement or any contract, grant, or other agreement funded by this Agreement.

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“Contractor” and “Subrecipient” and “Non-Federal Entity” mean ODHS or ODHS’ contractors and grantees, if any.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C.](#)

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[3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR 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 the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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(J) See §200.323 Procurement of recovered materials: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>.

(L) See § 200.322 Domestic preferences for procurements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>.

ODHS is subject to the following provisions, as applicable.

(M) Audits.

- i. ODHS must comply, and require any contractor or grantee to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If ODHS receives federal awards in excess of \$750,000 in a fiscal year, ODHS is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. ODHS must save, protect, and hold harmless OHCS from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. ODHS acknowledges and agrees that any audit costs incurred by ODHS as a result of allegations of fraud, waste, or abuse are ineligible for reimbursement under this or any other agreement between ODHS and OHCS.

(N) System for Award Management. ODHS must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. ODHS also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to ODHS) the unique entity identifier required for SAM registration.

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EXHIBIT B

HUD PROVISIONS

ODHS acknowledges that this 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, ODHS shall comply with the Federal Labor Standard Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>.

ODHS shall include these terms and conditions in all subcontracts or purchase orders directly servicing work described in this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of ODHS to be aware of any changes hereto, to amend and implement such changes, and to ensure any subcontracts’ terms and conditions are modified as necessary.

1. Federal regulations applicable to this Agreement include without limitation the following:
 - 1.1. 2 CFR Part 200 Uniform Administrative Requirements, all applicable Federal Registers, Cost Principles, Audit Requirements for Federal Awards, Housing and Community Development Act of 1974, 24 CFR Part 570 Community Development Block Grant, all applicable waivers, Fair Housing Act, and any other applicable laws shall apply to this Agreement.
 - 1.2. ODHS certifies that it is cleared and eligible for award of this Agreement and it is not suspended, debarred, or in a HUD-imposed limited denial of participation. Subsequently, ODHS must be registered in the System for Award Management (“SAM”) and shall maintain its registration active during Agreement performance and through final payment. ODHS is responsible during the performance and through final payment for the accuracy and completeness of the data within SAM.
 - 1.3. iReporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
 - 1.4. ODHS shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
 - 1.5. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this Agreement may 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

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- 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.
- 1.6. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
 - 1.7. New Restrictions on Lobbying, 31 CFR Part 21.
 - 1.8. Access to Records; Audits. ODHS shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." ODHS shall provide the State of Oregon, Agency, the HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of ODHS which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. ODHS shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Agency, 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 ODHS which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.
 - 1.9. Federal Tax Information. ODHS shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.
 - 1.10. Patriot Act of 2001. ODHS shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.
 - 1.11. Buy American and Hire American. ODHS shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
 - 1.12. Trafficking Victims Protection Act of 2000. ODHS shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.
 - 1.13. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. By signing this Agreement, ODHS certifies, to the best of ODHS' knowledge and belief that:
 - 1.13.1. No federal appropriated funds have been paid or will be paid, by or on behalf of ODHS, 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

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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.

- 1.13.2. 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, ODHS shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1.13.3. ODHS 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 and subcontractors shall certify and disclose accordingly.
 - 1.13.4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the 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.
 - 1.13.5. No part of any federal funds paid to ODHS under this Agreement shall be used for executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - 1.13.6. No part of any federal funds paid to ODHS under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any state government, state legislature, or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
 - 1.13.7. ODHS shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.
- 1.14. Hatch Act. ODHS agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended. The Hatch Act applies to political activities of certain state and local employees. You may not do the following activities:

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be a candidate in partisan elections, use official influence to interfere in elections, or coerce political contributions from subordinates in support of political parties and candidate.

- 1.15. Religious Activity. ODHS agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR Part 570.200(j).
 - 1.16. Davis-Bacon Act.
 - 1.16.1. All transactions regarding this Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. ODHS shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR Part 5 as applicable.
 - 1.16.2. ODHS shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - 1.16.3. Additionally, ODHS shall pay wages not less than once a week.
 - 1.17. Copeland “Anti-Kickback” Act.
 - 1.17.1. ODHS shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - 1.17.2. ODHS 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. ODHS shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - 1.17.3. A breach of the contract clauses above may be grounds for termination of this Agreement and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.
 - 1.18. Contract Work Hours and Safety Standards Act. If applicable, ODHS shall comply with Sections 103 and 105 of the Contract Work Hours and Safety Standard Act (40 U.S.C. Part 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then ODHS shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. During the performance of this Agreement, ODHS agrees as follows:

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- 2.1. ODHS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ODHS will take affirmative action to ensure that applicants 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. ODHS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.2. ODHS 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:
 - Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 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;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 2.3. ODHS will, in all solicitations or advertisements for employees placed by or on behalf of ODHS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 2.4. ODHS will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with ODHS' legal duty to furnish information.
- 2.5. ODHS will send to each labor union or representative of workers with which ODHS has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of ODHS'

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- commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.6. ODHS 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.
 - 2.7. ODHS will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 2.8. In the event of ODHS' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the ODHS may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.
 - 2.9. ODHS will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1. through subsection 1.9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. ODHS will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event ODHS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency ODHS may request the United States to enter into such litigation to protect the interests of the United States. No part of any federal funds paid to ODHS under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

3. Statutes and regulations applicable to this Agreement include, without limitation, the following:
 - 3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

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- 3.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 3.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 3.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 3.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 3.6. Conflict of Interest. ODHS agrees that it will maintain in effect a conflict-of-interest policy consistent with 2 CFR § 200.318(c) covering each activity funded under this Agreement. ODHS and subcontractors shall disclose in writing to federal awarding agency or Agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.
- 3.7. Limited English Proficiency. Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or who are deaf/hard of hearing. Fair access is ensured through implementation of a Language Assistance Plan (LAP) which includes non-English based outreach, translation services of vital documents, language assistance services, and staff training.
- 3.8. False Statements. ODHS understands that false statements or claims made in connection with this Agreement is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 3.9. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by Community Development Block Grant – Disaster Recovery funds allocated to the State of Oregon in response to 2020 Wildfires (DR-4562) through publication in the Federal Register, Vol. 87, No. 23, February 3, 2022 (87 FR 6364). This allocation was made available through the Disaster Relief Supplemental Appropriations Act of 2022 (Pub. L. 117-43), approved on September 30, 2021 (the Appropriations Act) for Oregon Housing and Community Services by the U.S. Department of Housing and Urban Development."
- 3.10. Debts Owed the Federal Government.
 - 3.10.1. Any funds paid to ODHS (1) in excess of the amount to which ODHS is finally determined to be authorized to retain under the terms of this Agreement; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

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- 3.10.2. Any debts determined to be owed the federal government must be paid promptly by ODHS. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 CFR § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- 3.10.3. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- 3.10.4. Funds for payment of a debt must not come from other federally sponsored programs.

3.11. Disclaimer.

- 3.11.1. The United States expressly disclaims any and all responsibility or liability to ODHS or third persons for the actions of ODHS or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement or any contract, or subcontract under this Agreement.
- 3.11.2. The acceptance of this contract award by ODHS does not in any way constitute an agency relationship between the United States and ODHS.

3.12. Protections for Whistleblowers.

- 3.12.1. In accordance with 41 U.S.C. § 4712, ODHS may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 3.12.2. The list of persons and entities referenced in the paragraph above includes the following:
 - 3.12.2.1. A member of Congress or a representative of a committee of Congress;
 - 3.12.2.2. An Inspector General;
 - 3.12.2.3. The Government Accountability Office;
 - 3.12.2.4. A Treasury employee responsible for contract or grant oversight or management;
 - 3.12.2.5. An authorized official of the Department of Justice or other law enforcement agency;
 - 3.12.2.6. A court or grand jury; and/or

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- 3.12.2.7. A management official or other employee of ODHS or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3.12.3. ODHS shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 3.13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), ODHS should and should encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- 3.14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), ODHS should encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and ODHS should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 3.15. Funding Agreements. If ODHS is a small business firm or nonprofit organization and the Agreement provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Agency shall comply with the provisions of 37 CFR 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. See 2 CFR Part 200, Appendix II F.
- 3.16. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000 then ODHS shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. ODHS shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 3.17. Other Environmental Standards. ODHS shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as

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- amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 3.18. Flood Disaster Protection Act of 1973. ODHS shall ensure that procedures and mechanisms are put in place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 CFR Part 570.605.
 - 3.19. Lead Based Paint. ODHS must comply with the regulations regarding lead-based paint found at 24 CFR Part 35 on lead-based paint poisoning prevention in certain residential structures with regards to all housing units assisted using CDBG-DR funds.
 - 3.20. Value Engineering. When applicable, ODHS must comply with the regulations regarding a systemic 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 24 CFR Part 200.318(g).
 - 3.21. 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 (HCDA), 42 U.S.C Part 5304(d), except where waivers or alternative requirements have been provided by HUD. 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, 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. ODHS is responsible to ensure URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.
 - 3.22. Solid Waste Disposal Act. ODHS shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
 - 3.23. Resource Conservation and Recovery. ODHS shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. Seq), as amended by the Resource Conservation and Recovery Act. Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
 - 3.24. Recycled Materials. In the performance of this Agreement, ODHS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with this Agreement's performance schedule, (ii) meeting Agreement performance requirements, or (iii) at a reasonable price.
 - 3.25. Energy Efficiency. ODHS shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy

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conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

4. Prohibition on certain telecommunications and video surveillance services or equipment. ODHS agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend Agreement funds (to include direct and indirect expenditures as well as cost share and program) to:
 - 4.1. Procure or obtain;
 - 4.2. Extend or renew a contract to procure or obtain; or
 - 4.3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 4.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 4.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
5. Use of Logos. ODHS shall not use the HUD and/or Agency seal(s), logos, crests, or reproductions of flags or likenesses of HUD and/or Agency officials without specific written pre-approval.
6. Federal Funding Accountability and Transparency Act (FFATA). The Federal Funding Accountability and Transparency Act of 2006, as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 CFR Part 170 outlines the requirements of recipients in reporting information on subawards and executive total compensation under FFATA legislation. Any non-federal entity that receives or administers federal financial assistance in the form of grants, loans, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize non-federal entities expenditure of federal funds, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for federal prime awardees. This information will then be displayed on a public and searchable website: www.USASpending.gov.

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7. The Federal government is not a party to this Agreement and is not subject to any obligations or liabilities to Agency, ODHS, or any other party pertaining to any matter resulting from this Agreement.
8. Liquidated Damages. If applicable, ODHS will incorporate liquidated damages into each procured contract as required under section IV.B of the CDBG-DR Consolidated Notice, published at 87 FR 6364.

**State of Oregon
Oregon Housing and Community Services Department**

Amendment No. 1

This is Amendment No. 1 (the "Amendment") to the Agreement No. 8010, dated August 10, 2023 (the "Agreement") executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, ("OHCS"), and Oregon Department of Human Services, ("ODHS").

Recitals: It has now been determined by Agency and Grantee, that the Agreement referenced above shall be amended to modify the beginning of the agreement and updating OHCS Authorized Representative.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows effective signature by all parties and approval required by law: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:

a. Amend Section 3, entitled "Effective Date and Duration", as follows:

This Agreement begins on the date it has been signed by both Parties (Effective Date), and terminates on June 30, 2025, unless terminated earlier in accordance with Section 7. **Grantee's performance of the program described in Section 5 may start on July 1, 2023, shall be governed by the terms and conditions herein, and for such expenses incurred by Grantee may be reimbursed once the Agreement is effective in accordance with Section 6.**

2. Amend section 4, subsections 4.1 , entitled "OHCS' Authorized Representative", as follows:

Name: ~~_____ Alex Campbell~~
Address: ~~_____ 725 Summer St. NE, Suite B, Salem, OR 97301~~
Telephone: ~~_____ 971-433-9210~~
Email: ~~_____ alex.j.campbell@hcs.oregon.gov~~

Name: Lauren Dressen
Address: 725 Summer St. NE, Suite B, Salem, OR 97301
Telephone: 503-881-4208
Email: lauren.c.dressen@hcs.oregon.gov

3. Amend section 4, subsection 4.2, entitled "ODHS' Authorized Representative", as follows:

Name: Max Seiler
Address: 500 Summer St. NE, Salem, OR 97301
Telephone: 503 890 2388 **Email:** max.seiler@odhs.oregon.gov

Name: Max Seiler, Office of Resilience and Emergency Management
Address: 6035 NE 78th Ct, Suite 200, Portland, OR 97218
Telephone: 503-890-2388
Email: max.seiler@odhs.oregon.gov

- 4. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
- 5. The parties expressly affirm and ratify the Agreement as herein amended.
- 6. ODHS certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
- 7. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

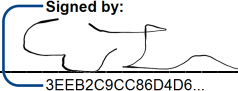
Certification: By signature on this Amendment, the undersigned hereby certifies for ODHS under penalty of perjury that the undersigned is authorized to act on behalf of ODHS and that ODHS is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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SIGNATURE PAGE

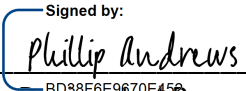
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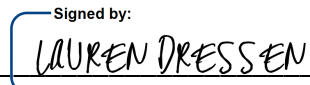
**State of Oregon acting by and through its
Human Services Department**

Signed by:  Date: 10/11/2024
Signature: _____
3EEB2C9CC86D4D6...
Printed Name: Edwin Flick Title: Director, OREM

OHCS:

**State of Oregon acting by and through its
Housing and Community Services Department**

Signed by:  Phillip Andrews 10/14/2024
Signature: _____
BD88F8E9670E45B
Designated Procurement Officer or delegate Date

Signed by:  LAUREN DRESSEN 10/10/2024
Signature: _____
28C0C2CA785E43A
Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency: Exempt under ORA 137-045-0050
Assistant Attorney General Date