

RFP RESOURCE MANUAL

Lane County Health & Human Services

Human Services Division

Request for Proposals

Basic Needs Services

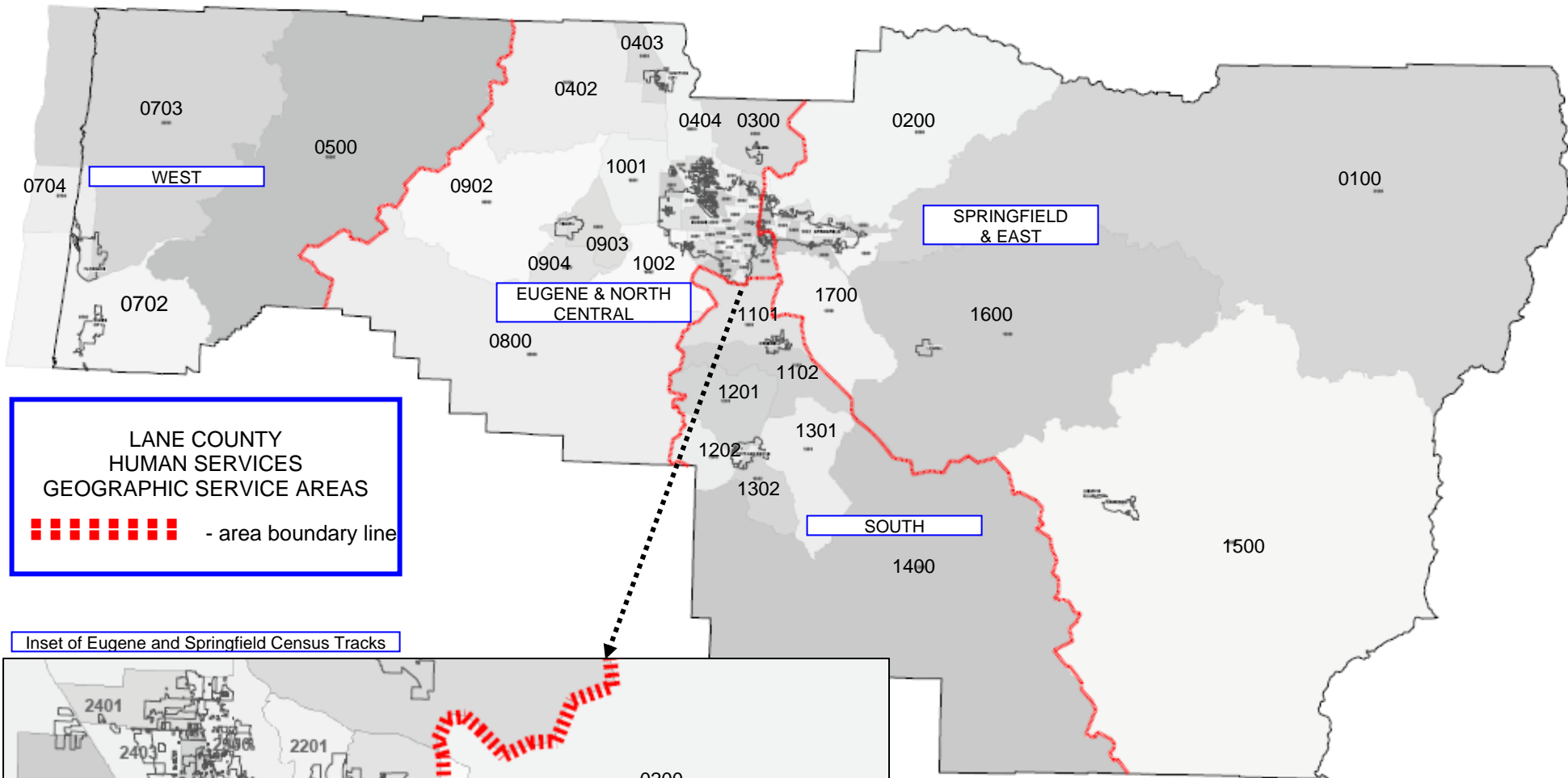
Fiscal Year 2018-2021

RFP # 20754

Table of Contents

1. Lane County Geographic Service Areas
2. Funding Policies
3. Funding Source Summaries
4. Funding Source Exhibits
5. Energy Services Program Information
6. 2017-19 Management Qualifications Packet
7. Service Point HMIS System
8. Coordinated Entry

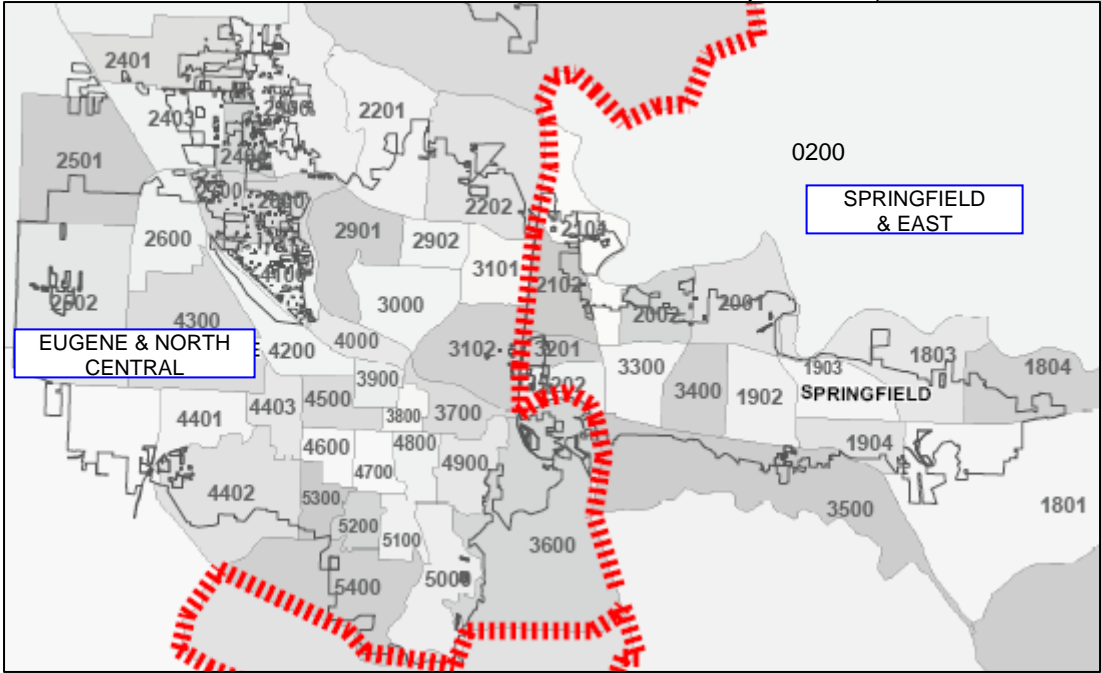
Lane County Geographic Service Areas



LANE COUNTY
HUMAN SERVICES
GEOGRAPHIC SERVICE AREAS

■■■■■■■■ - area boundary line

Inset of Eugene and Springfield Census Tracts



Census Tracts						
Eugene & North Central			Springfield & East		South.	West
0300	2501	4200	0100	2001	1101	0500
0402	2502	4300	0200	2002	1102	0702
0403	2600	4401	1500	2101	1201	0703
0404	2700	4402	1600	2102	1202	0704
0800	2800	4403	1801	3201	1301	
0902	2901	4500	1803	3202	1302	
0903	2902	4600	1804	3300	1400	
0904	3000	4700	1902	3400	1700	
1001	3101	4800	1903	3500		
1002	3102	4900	1904			
2201	3600	5000				
2202	3700	5100				
2300	3800	5200				
2401	3900	5300				
2403	4000	5400				
2404	4100					

Funding Policies

Funding Policies

1. HSC will request proposals for a specific set of services based on priority goals, funding source requirements, and strategic plan in order to meet contracted outcomes.
2. HSC will distribute funding county-wide to include four county regions, based on the density of the poverty population and then factor municipal contributions. Other considerations are geographic accessibility to services, and the ability to provide access and attend to the special needs of diverse populations. Contracts will be awarded for services delivered in one of the four regions and/or countywide.
3. HSC contractors must be collaborative and submit a plan that links clients with additional supportive services to achieve contracted outcomes.
4. County contracts are on fiscal cycles for up to four years, with annual reviews conducted by the Human Services Commission. Renewal of the contract for a second third or fourth year, where applicable, is dependent on performance, available revenue and/or change in services plan.
5. During the contract period, agencies are required to use the Service Point HMIS system for client tracking and reporting and participate in the Coordinated Entry Program as appropriate. Through ServicePoint, HSD staff monitors the amount of service provided and the demographics of clients served, including the age, gender, race, income level, outcomes and other information. Additionally, the program is required to submit annually a data sheet on the other funding used by the program. Programs are also monitored to ensure that the accounting and reporting requirements are being met. Program monitoring and site visits are conducted at a minimum of every two years and sometimes more often based on an agency's risk rating.
6. ServicePoint data is compiled by the Human Services Division and used to determine the overall impact of the service being provided. The Human Services Commission (HSC) also uses the information to make future funding decisions if a contract renewal is sought by the agency in the subsequent contract period.
7. HSC funding cannot exceed 85% of the total program's budget. The 15% agency contribution must be documented; this may be cash, grant or in-kind. An exception will be for HUD ESG projects for which a 25% cash or in kind match is required.
8. HSC funds applied to administrative costs shall not exceed 15% of the total amount of funds provided by the HSC.

The above policies do not apply to energy programs. Policies for the energy programs can be found in the individual funding source summaries and funding source exhibits in the Resource Manual.

Funding Source Summaries

1. Community Development Block Grant (CDBG)

Type: Federal, U.S. Department of Housing and Urban Development

CFDA: 14.218

Rules/Regulations: 24 CFR 570

Client Eligibility: Extremely Low (0%-30% AMI), Very Low (31%-50% AMI) or Low- Income (51%-80%AMI)

CDBG is funding received by the City of Eugene and the City of Springfield. CDBG funds may only be used for preapproved services which serve the residents of the City dedicating the funds. Program participants must be at income levels defined as extremely low, 0%-30% area median income (AMI), very low, 31%-50% AMI, or low, 51-80% AMI.

2. Community Service Block Grant (CSBG)

Type: Federal, U.S. Department of Health and Human Services

CFDA: 93.569

Rules/Regulations: OAR 813-210, OAR 813-230, 45 CFR 96, 45 CFR 75

Client Eligibility: 125% FPL

CSBG funds may be used for services and activities that assist Low-Income Households, including the homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families. Program participants must be at or below 125% of the Federal Poverty Level.

3. Emergency Housing Assistance (EHA)

Type: State, Oregon Housing and Community Services Department

CFDA: N/A

Rules/Regulations: OAR 813.046

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-homeless-state-funds.pdf>

Client Eligibility: Homeless and unstably housed households at or below 80% area median income (AMI). Applicants housing status must meet one of the following categorical definitions: Literally Homeless, Imminent Risk of Homelessness, Homeless Under Other Federal Statutes, Fleeing/Attempting to Flee Domestic Violence, Unstably Housed.

STREET OUTREACH – Services for the specific purpose of reaching out to unsheltered homeless people; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care.

EMERGENCY SHELTER - Costs associated with maintaining and operating Emergency Shelter facilities including Day Shelters, Transitional Shelters, Mass Shelters, and Hotel/Motel Vouchers.

TRANSITIONAL HOUSING - Temporary housing and services intended to facilitate a homeless household's transition to permanent housing within a reasonable amount of time (usually less than 24 months).

HOMELESSNESS PREVENTION - Prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

RAPID-REHOUSING - Services to enable households who are literally homeless to transition directly to permanent housing.

SUPPORTIVE IN-HOME SERVICES – Support and services designed to enable persons to continue living in their own homes when in-home supportive programs are not available in their service area.

COMMUNITY CAPACITY BUILDING - Programs, activities and projects that expand homeless prevention and/or intervention program capacity, including emergency shelter, rapid re-housing, and transitional housing. Must have approval prior to implementation.

DATA COLLECTION - Costs to support staff and related expenses necessary to collect and report shelter bed nights, client services, client demographic data, performance outcomes and other reporting requirements.

4. Emergency Solutions Grant Program (ESGP)

Type: Federal, U.S. Department of Housing and Urban Development

CFDA: 14.231

Rules/Regulations: 24 CFR 576, OAR 813.145

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-emergency-solutions-grant.pdf>

Client Eligibility: Homeless prevention applicants to be at or below 30% area median income (AMI) at time of intake. Rapid re-housing does not have income eligibility at intake but must have an annual income at or below 30% AMI at the time of re-evaluation.

The Emergency Solutions Grant assists individuals and families to regain stability in permanent housing after a housing crisis or homelessness. ESG funds may be used to assist households that are Literally Homeless, Imminent Risk of Homelessness, Homeless Under Other Federal Statutes or Fleeing, or Attempting to Flee Domestic Violence.

STREET OUTREACH - Services to reach out to unsheltered homeless people; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care.

EMERGENCY SHELTER - Costs associated with maintaining and operating Emergency Shelter facilities including Day Shelters, Transitional Shelters, Mass Shelters, and Hotel/Motel Vouchers.

HOMELESS PREVENTION - Prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

RAPID REHOUSING - Rapid re-housing services are intended to help eligible participants who are literally homeless, including fleeing/attempting to flee domestic violence, to transition from the streets or shelter as quickly as possible into permanent housing and achieve housing stability.

DATA COLLECTION - Costs to support staff and related expenses necessary to collect and report shelter bed nights, client services, client demographic data, performance outcomes and other reporting requirements.

5. HOME TBA (HTBA)

Type: Federal, U.S. Department of Housing and Urban Development

CFDA: 14.239

Rules/Regulations: 24 CFR 92, OAR 813.120

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-home-tenant-based-assistance.pdf>

Client Eligibility: Household must have gross income no greater than 50% of area median income (AMI) at the time of their initial contract. At the time of annual re-examination, a tenant's household income may not exceed 80% AMI.

The HOME Tenant Based Assistance (HTBA) program offers rental assistance for multiple months to very low income tenants to pay a portion of housing costs, as well as a refundable security deposit.

HOME TBA funds are not included in RFP # 20754. However, Community Service Centers serving South and West Lane County must provide case management services to households (number to be negotiated based on funding) served with HOME TBA funds.

6. Housing Stabilization Program (HSP)

Type: 50% Federal U.S. Department of Housing & Urban Development; 50% State, Oregon Housing and Community Services (matching funds)

CFDA: 93.558

Rules/Regulations: OAR 813.051

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-housing-stabilization.pdf>

Client Eligibility: Households with eligible dependent child; Income at or below 150% the federal poverty level (FPL) and household assets that do not exceed \$2,500;

The Housing Stabilization Program (HSP) provides temporary financial assistance and support services to stabilize housing for low income eligible families who are homeless or unstably housed and at risk of losing their housing. Households must meet one of the following categorical definitions of homeless or at risk of becoming homeless; Literally Homeless, Imminent Risk of Homelessness, Homeless Under Other Federal Statutes, Fleeing or Attempting to Flee Domestic Violence, or Unstably Housed.

7. Human Services Commission (HSC)

Type: Local, City of Eugene, City of Springfield, Lane County

CFDA: N/A

Rules/Regulations: N/A

Client Eligibility: N/A

HSC funds are general fund contributions made by the City of Eugene, City of Springfield and Lane County. Funds may be used for case management, program expenses, building operational expenses, general program materials and services, direct client assistance, administrative costs and indirect costs.

8. State Homeless Assistance Program (SHAP)

Type: State, Oregon Housing and Community Services

CFDA: N/A

Rules/Regulations: OAR 813.240

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-homeless-state-funds.pdf>

Client Eligibility: Individuals, families and households who are literally Homeless, Homeless Under Other Federal Statutes, or Fleeing/Attempting to Flee Domestic Violence. There is no income eligibility requirement for State Homeless Assistance Program (SHAP) funded assistance.

SHAP provides operational support for emergency shelters and related client supportive services for homeless individuals, families and households. Eligible activities include:

STREET OUTREACH - Services to reach out to unsheltered homeless people; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care.

EMERGENCY SHELTER - Costs associated with maintaining and operating Emergency Shelter facilities including Day Shelters, Transitional Shelters, Mass Shelters, and Hotel/Motel Vouchers.

SHELTER RESIDENT SUPPORT SERVICES - Services designed to address meet the essential needs of shelter residents to stabilize their housing situation and facilitate transition out of shelter into more stable housing.

DATA COLLECTION - Costs to support staff and related expenses necessary to collect and report shelter bed nights, client services, client demographic data, performance outcomes and other reporting requirements.

9. Low Income Rental Housing Fund (LIRHF)

Type: State, Oregon Housing and Community Services

CFDA: N/A

Rules/Regulations: OAR 813-049

Program Manual: <https://www.oregon.gov/ohcs/CRD/hss/manual-homeless-state-funds.pdf>

Client Eligibility: Homeless and unstably housed households at or below 50% area median income (AMI). Applicants housing status must meet one of the following categorical definitions: Literally Homeless, Imminent Risk of Homelessness, Homeless Under Other Federal Statutes, Fleeing/Attempting to Flee Domestic Violence, Unstably Housed. Eligible activities include:

HOMELESS PREVENTION - Prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

RAPID REHOUSING - Rapid re-housing services are intended to help eligible participants who are literally homeless, including fleeing/attempting to flee domestic violence, to transition from the streets or shelter as quickly as possible into permanent housing and achieve housing stability.

DATA COLLECTION - Costs to support staff and related expenses necessary to collect and report shelter bed nights, client services, client demographic data, performance outcomes and other reporting requirements.

10. EWEB Customer Care (ECC)

Type: Local

CFDA: N/A

Rules/Regulations: OHCS LIHEAP & OEAP Intake Operations Manual, Lane County ECC Manual

Client Eligibility: Eugene Water and Electric Board (EWEB) customer with income at or below 60% Oregon Median Income (OMI)

Eugene Water and Electric Board (EWEB) created the ECC program to provide financial assistance to low-income households to offset home energy costs on a first-come, first served basis as funding permits. ECC is a year round program.

The ECC program provides the option of an additional Crisis payment to applicant households that meet the approved crisis definition.

11. Low-Income Home Energy Assistance Program (LIHEAP)

Type: Federal

CFDA: 93.568

Rules/Regulations: 42 U.S. C. 8621, ORS 458.505, 45 CFR 96, OAR 813-200

Program Manual: <https://www.oregon.gov/ohcs/CRD/SOS/docs/2017-Energy-Assistance-Intake-Operations-Manual.pdf>

Client Eligibility: Household's income at or below 60 percent of Oregon's median income (OMI).

The Low-Income Home Energy Assistance Program (LIHEAP) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. LIHEAP is a "fuel blind" program, so households with any home energy source i.e. electricity, natural gas, home heating oil, wood, propane, can receive LIHEAP benefits.

LIHEAP is a seasonal, wintertime program. Funding typically becomes available in November. Eligibility appointments are available on a first come/first served basis, with priority given to households with a senior member aged 60 and older and/or with a permanently disabled member. Agencies maintain a waiting list for the LIHEAP program through the end of the program year. The LIHEAP program provides the option of an additional Crisis payment to applicant households that meet the approved crisis definition.

12. Oregon Energy Assistance Program (OEAP)

Type: State

CFDA: N/A

Rules/Regulations: ORS 757.612, OAR 813-202

Program Manual: <https://www.oregon.gov/ohcs/CRD/SOS/docs/2017-Energy-Assistance-Intake-Operations-Manual.pdf>

Client Eligibility: Pacific Power customer's with household income at or below 60 percent of Oregon's median income (OMI).

Pacific Power created the OEAP program to provide financial assistance to their low-income customers to offset home energy costs. Intake appointments are available on a first-come, first served basis as funding permits, with priority given to Pacific Power customers whose service is disconnected for non-payment or is at risk of being disconnected for non-payment. OEAP is a year-round program. The OEAP program provides the option of an additional Crisis payment to applicant households that meet the approved crisis definition.

13. Oregon Low-Income Gas Assistance (OLGA)

Type: Local

CFDA: N/A

Rules/Regulations: OHCS LIHEAP & OEAP Intake Operations Manual

Program Manual: <https://www.oregon.gov/ohcs/CRD/SOS/docs/2017-Energy-Assistance-Intake-Operations-Manual.pdf>

Client Eligibility: Northwest Natural Gas (NWN) customers with household income at or below 60 percent of Oregon's median income (OMI).

Northwest Natural (NWN) created the OLGA program in 2013 to provide financial assistance to low-income households to offset home energy costs. Intake appointments are available on a first-come, first served basis as funding permits. OLGA is a year-round program. Priority is given to those who are past due on their North West Natural account. The OLGA program provides the option of an additional Crisis payment to applicant households that meet the approved crisis definition.

Funding Source Exhibits

CDBG-Eugene

Exhibit D--Part I
CITY OF EUGENE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
REGULATIONS AND REQUIREMENTS

1. COUNTY shall provide a process for allocating federal Housing and Community Development Block Grant (CDBG) funds to operate social service agencies serving extremely low-income, very low-income and low-income persons in the city of Eugene. COUNTY shall, through their Human Services Commission (HSC) process, select agencies appropriate for funding. COUNTY Department of Health and Human Services (H&HS) shall provide ongoing administration and implementation of contracts with agencies for services at no charge to CDBG from July 1, 2016 through June 30, 2017. H&HS shall manage contracts, monitor, evaluate, and pay agencies directly for public services. Based on the terms and conditions set forth herein and in the following exhibits:

Exhibit D-Part II Client/Household Data Report

2. COUNTY shall select agencies for funding with CDBG funds that either: 1) provide a new service; or 2) demonstrate a quantifiable increase in the service level provided in the prior twelve (12) months. This increase must be demonstrated using quantifiable "units of measure"; for example, "meals provided" or "nights of shelter". Once an agency has met one of these tests, the agency can continue to receive subsequent CDBG funding.
3. EUGENE shall review agency/county contracts, including but not limited to, agency Program Agreements (scope of work) and CDBG budgets, and shall verify CDBG eligibility of HSC selected agencies prior to COUNTY entering into contracts for CDBG funds.
4. COUNTY shall require that all contracts between COUNTY and CDBG funded agencies shall include a description/scope of work to be performed, a schedule for completing the work, and a budget. Contracts shall provide a separate description/scope (service indicators) and budget for services provided with CDBG funds. COUNTY shall require that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.

COUNTY shall require that all services provided by CDBG funds must either serve Eugene residents of extremely low, very low or low-income directly or serve a Eugene area where at least 51% of the residents are extremely low, very low or low-income.

COUNTY shall direct agencies providing direct services to determine eligibility of clients/households according to the most current HUD Family Monthly Income Guidelines for Eugene, Oregon. The Income Guidelines are updated annually by the U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/datasets/il/il16/index.html>. The 2016 guidelines are listed below.

Exhibit E-- Part I
CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
REGULATIONS AND REQUIREMENTS

1. COUNTY shall provide a process for allocating federal Housing and Community Development Block Grant (CDBG) funds to operate social service agencies serving extremely low-income, very low-income and low-income persons in the city of Springfield. COUNTY shall, through their Human Services Commission (HSC) process, select agencies appropriate for funding. COUNTY Department of Health and Human Services (H&HS) shall provide ongoing administration and implementation of contracts with agencies for services at no charge to CDBG from July 1, 2016 through June 30, 2017. H&HS shall manage contracts, monitor, evaluate, and pay agencies directly for public services. Based on the terms and conditions set forth herein and in the following exhibits:

Exhibit E-Part 2 Client/Household Data Report

2. COUNTY shall select agencies for funding with CDBG funds that either: 1) provide a new service; or 2) demonstrate a quantifiable increase in the service level provided in the prior twelve (12) months. This increase must be demonstrated using quantifiable "units of measure"; for example, "meals provided" or "nights of shelter". Once an agency has met one of these tests, the agency can continue to receive subsequent CDBG funding.
3. SPRINGFIELD shall review agency/county contracts, including but not limited to, agency Program Agreements (scope of work) and CDBG budgets, and shall verify CDBG eligibility of HSC selected agencies prior to COUNTY entering into contracts for CDBG funds.
4. COUNTY shall require that all contracts between COUNTY and CDBG funded agencies shall include a description/scope of work to be performed, a schedule for completing the work, and a budget. Contracts shall provide a separate description/scope (service indicators) and budget for services provided with CDBG funds. COUNTY shall require that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.

COUNTY shall require that all services provided by CDBG funds must either serve Springfield residents of extremely low, very low or low-income directly or serve a Springfield area where at least 51% of the residents are extremely low, very low or low-income.

COUNTY shall direct agencies providing direct services to determine eligibility of clients/households according to the most current HUD Family Monthly Income Guidelines for Springfield, Oregon. The Income Guidelines are updated annually by the U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/datasets/il/il16/index.html>. The 2015 guidelines are listed below.

2016 Household Size	Extremely Low-income 30% of Area Median Income (monthly)	Very Low-income 50% of Area Median Income (monthly)	Low-income 80% of Area Median Income (monthly)
1	\$ 1,017	\$ 1,692	\$ 2,708
2	\$ 1,335	\$ 1,933	\$ 3,096
3	\$ 1,680	\$ 2,175	\$ 3,483
4	\$ 2,025	\$ 2,417	\$ 3,867
5	\$ 2,370	\$ 2,613	\$ 4,179
6	\$ 2,715	\$ 2,804	\$ 4,488
7	\$ 3,000	\$ 3,000	\$ 4,796
8	\$ 3,192	\$ 3,192	\$ 5,104

- COUNTY shall perform ongoing monitoring and site visits. COUNTY shall maintain documentation of agency services provided and payments received.

COUNTY shall require that agencies, which provide "direct" benefits, maintain documentation on unduplicated clients/households receiving services funded by CDBG. Documentation shall include information on residency, income, ethnic data, race, female head of household, and disability status. A sample client/household documentation collection sheet is attached as Exhibit E-1A. Client/household information shall be compiled and submitted to SPRINGFIELD quarterly, no later than the last day of the month following the end of the quarter.

- COUNTY shall require that any program income generated through COUNTY contracts using CDBG funds shall be reported to SPRINGFIELD, and upon approval, committed to the CDBG funded project to advance eligible objectives.
- SPRINGFIELD reimbursement to COUNTY of CDBG funds shall not exceed \$70,004 for services provided by eligible social service agencies as detailed in attached Exhibit - A. COUNTY shall forward to SPRINGFIELD monthly agency service performance reports in conjunction with payment reimbursement requests based on actual expenses incurred by agencies in the performance of those services.
- SPRINGFIELD will review performance reports and reimbursement requests for cost eligibility and appropriateness, based on the approved CDBG detailed budget in County/agency contracts. Reimbursement payment items must be properly documented and available for review. Should SPRINGFIELD determine agency services or reimbursement requests to be unacceptable, SPRINGFIELD shall withhold outstanding reimbursement payments until corrective action is completed. Should SPRINGFIELD determine any cost to be ineligible and/or inappropriate for CDBG funds, said cost shall not be reimbursed to COUNTY. Should SPRINGFIELD determine COUNTY to have materially failed to comply with any term of contract, SPRINGFIELD may suspend or terminate social services contract management responsibility of CDBG funded agencies.

9. COUNTY shall maintain records of its charges to SPRINGFIELD under this contract for a period of not less than five full fiscal years following COUNTY'S completion of this contract. Upon reasonable advance notice, SPRINGFIELD or its authorized representatives may from time to time inspect, audit, and make copies of any of COUNTY'S records that relate to this contract. If any audit by SPRINGFIELD discloses that payments to COUNTY were in excess of the amount to which COUNTY is entitled under this contract, COUNTY shall promptly pay to SPRINGFIELD the amount of such excess. If the excess is greater than 1% of the contract amount, COUNTY shall also reimburse City its reasonable costs incurred in performing the audit.
10. COUNTY shall comply, and shall require compliance by agencies selected for CDBG funding, with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.

COUNTY shall comply with the policies, guidelines, requirements, and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally recognized Indian tribal Governments", OMB Circular A128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and, where applicable, sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

COUNTY shall require compliance by social service agencies with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21, "Cost Principles for Educational Institutions", OMB Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations", and as applicable, Attachments to OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations".

COUNTY shall comply, and shall require compliance by agencies selected for CDBG funding, with the requirements and standards of HUD Section 504 of the Rehabilitation Act of 1973 (as amended). As a subrecipient of SPRINGFIELD CDBG, COUNTY and CDBG funded agencies are designated as recipient organizations as it applies to Section 504 regulations.

COUNTY shall require that no person be excluded from participation in or be denied benefits of or be subjected to discrimination in any programs, activities, facilities, housing, or employment opportunities based on race, color, national origin, religion, sex, age, familial status, or handicap in accordance with P.L. 88-352 (Title VI), P.L. 90-284 (Title VIII), Executive Order (E.O.) 11063, as amended by E.O. 12259, Section 109 of the Act, E.O. 11246, as amended by E.O. 12086, and Section 3 of the Act.

11. COUNTY shall require access to COUNTY and contractor social service agency records and financial statements, as necessary, to provide effective monitoring and evaluation of program performance. Upon reasonable advance notice, SPRINGFIELD or its authorized representatives may from time to time

inspect, audit, and make copies of any of COUNTY and/or CDBG funded social service agencies records that relate to this contract.

12. Should COUNTY select to fund public services provided by a religious organization, COUNTY shall require that the following conditions are met and terms incorporating these conditions are set out in an agreement between COUNTY and the providing agency.

If an Agency represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then Agency certifies that:

- i. Agency agrees to provide public services in a manner free from religious influence;
- ii. Agency will not discriminate in employment practices based on religion;
- iii. Agency will not discriminate against program applicants based on religion;
- iv. Agency will not give preference to certain religions in the provision of housing and services;
- v. Agency will provide no religious instructions while providing the public services;
- vi. Agency will not provide religious services or other forms of proselytizing while providing the public services; and
- vii. Agency will exert no other religious influence in providing housing or services.

13. COUNTY agrees to abide by, and shall agencies selected for CDBG funding to abide by, the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- i. COUNTY shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- ii. No employee, officer or agent of COUNTY shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who

are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY and subrecipient agencies.

DRAFT

EXHIBIT E--Part II

CDBG INFORMATION - SPRINGFIELD

ONLY INCLUDE INDIVIDUALS & HOUSEHOLDS THAT DIRECTLY BENEFIT FROM CDBG FUNDING

Agency:
Program:
SP Name:

Reporting Period:
Activity:

NOTE: NUMBERS REPORTED FOR CDBG FUNDING ARE FOR THE FISCAL YEAR BEGINNING JULY 1 AND ENDING JUNE 30, THEREFORE, EACH JULY 1ST START OVER AT 0.

	Qtr 1 July-Sept	Qtr 2 Oct-Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	YTD
Unduplicated Individuals					0

INDIVIDUAL RACE & ETHNICITY

YTD YTD Combined

		Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	YTD Combined
		July-Sept	Oct-Dec	Jan-Mar	Apr-June		
White	Non Hispanic					0	0
	Hispanic					0	
Black/African American	Non Hispanic					0	0
	Hispanic					0	
Black/African American & White	Non Hispanic					0	0
	Hispanic					0	
Asian	Non Hispanic					0	0
	Hispanic					0	
Asian & White	Non Hispanic					0	0
	Hispanic					0	
American Indian/Alaska Native	Non Hispanic					0	0
	Hispanic					0	
American Indian/Alaska Native & White	Non Hispanic					0	0
	Hispanic					0	
American Indian/Alaska Native & Black	Non Hispanic					0	0
	Hispanic					0	
Native Hawaiian/Other Pacific Islander	Non Hispanic					0	0
	Hispanic					0	
Other Racial Combination	Non Hispanic					0	0
	Hispanic					0	
Race Unknown/Refused/Other and Non-Hispanic/Non-Latino						0	
Race Unknown/Refused/Other and Hispanic/Latino						0	
Race Known & Ethnicity Unknown/Refused						0	
Race & Ethnicity Unknown/Refused/Other						0	
Total Individuals				0	0	0	
Total Hispanic Individuals				0	0	0	

TRUE TRUE TRUE TRUE

INCOME LEVEL (based on household income)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
	July-Sept	Oct-Dec	Jan-Mar	Apr-June	YTD
Income Level - Extremely Low-30%					0
Income Level - Low- 50%					0
Income Level - Moderate-80%					0
Total Individuals			0	0	0

TRUE TRUE TRUE TRUE

OTHER

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
	July-Sept	Oct-Dec	Jan-Mar	Apr-June	YTD
Disabled Individuals					0
Female Head of Household					0

YTD

YTD # of Springfield individuals provided with X					0
Annual goal of Springfield individuals provided with X					0
% of annual goal					#DIV/0!

2016 Household Size	Extremely Low-income 30% of Area Median Income (monthly)	Very Low-income 50% of Area Median Income (monthly)	Low-income 80% of Area Median Income (monthly)
1	\$ 1,017	\$ 1,692	\$ 2,708
2	\$ 1,335	\$ 1,933	\$ 3,096
3	\$ 1,680	\$ 2,175	\$ 3,483
4	\$ 2,025	\$ 2,417	\$ 3,867
5	\$ 2,370	\$ 2,613	\$ 4,179
6	\$ 2,715	\$ 2,804	\$ 4,488
7	\$ 3,000	\$ 3,000	\$ 4,796
8	\$ 3,192	\$ 3,192	\$ 5,104

- COUNTY shall perform ongoing monitoring and site visits. COUNTY shall maintain documentation of agency services provided and payments received.

COUNTY shall require that agencies, which provide "direct" benefits, maintain documentation on unduplicated clients/households receiving services funded by CDBG. Documentation shall include information on residency, income, ethnic data, race, female head of household, and disability status. A sample client/household documentation collection sheet is attached as Exhibit D-1A. Client/household information shall be compiled and submitted to EUGENE quarterly, no later than the last day of the month following the end of the quarter.

- COUNTY shall require that any program income generated through COUNTY contracts using CDBG funds shall be reported to EUGENE, and upon approval, committed to the CDBG funded project to advance eligible objectives.
- EUGENE reimbursement to COUNTY of CDBG funds shall not exceed \$350,000 for services provided by eligible social service agencies as detailed in attached Exhibit - A. COUNTY shall forward to EUGENE monthly agency service performance reports in conjunction with payment reimbursement requests based on actual expenses incurred by agencies in the performance of those services.
- EUGENE will review performance reports and reimbursement requests for cost eligibility and appropriateness, based on the approved CDBG detailed budget in County/agency contracts. Reimbursement payment items must be properly documented and available for review. Should EUGENE determine agency services or reimbursement requests to be unacceptable, EUGENE shall withhold outstanding reimbursement payments until corrective action is completed. Should EUGENE determine any cost to be ineligible and/or inappropriate for CDBG funds, said cost shall not be reimbursed to COUNTY. Should EUGENE determine COUNTY to have materially failed to comply with any term of contract, EUGENE may suspend or terminate social services contract management responsibility of CDBG funded agencies.

9. COUNTY shall maintain records of its charges to EUGENE under this contract for a period of not less than five full fiscal years following COUNTY'S completion of this contract. Upon reasonable advance notice, EUGENE or its authorized representatives may from time to time inspect, audit, and make copies of any of COUNTY'S records that relate to this contract. If any audit by EUGENE discloses that payments to COUNTY were in excess of the amount to which COUNTY is entitled under this contract, COUNTY shall promptly pay to EUGENE the amount of such excess. If the excess is greater than 1% of the contract amount, COUNTY shall also reimburse City its reasonable costs incurred in performing the audit.
10. COUNTY shall comply, and shall require compliance by agencies selected for CDBG funding, with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.

COUNTY shall comply with the policies, guidelines, requirements, and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally recognized Indian tribal Governments", OMB Circular A128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and, where applicable, sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

COUNTY shall require compliance by social service agencies with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21, "Cost Principles for Educational Institutions", OMB Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations", and as applicable, Attachments to OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations".

COUNTY shall comply, and shall require compliance by agencies selected for CDBG funding, with the requirements and standards of HUD Section 504 of the Rehabilitation Act of 1973 (as amended). As a subrecipient of EUGENE CDBG, COUNTY and CDBG funded agencies are designated as recipient organizations as it applies to Section 504 regulations.

COUNTY shall require that no person be excluded from participation in or be denied benefits of or be subjected to discrimination in any programs, activities, facilities, housing, or employment opportunities based on race, color, national origin, religion, sex, age, familial status, or handicap in accordance with P.L. 88-352 (Title VI), P.L. 90-284 (Title VIII), Executive Order (E.O.) 11063, as amended by E.O. 12259, Section 109 of the Act, E.O. 11246, as amended by E.O. 12086, and Section 3 of the Act.

11. COUNTY shall require access to COUNTY and contractor social service agency records and financial statements, as necessary, to provide effective monitoring and evaluation of program performance. Upon reasonable advance notice, EUGENE or its authorized representatives may from time to time inspect, audit, and make copies of any of COUNTY and/or CDBG funded social

service agencies records that relate to this contract.

12. Should COUNTY select to fund public services provided by a religious organization, COUNTY shall require that the following conditions are met and terms incorporating these conditions are set out in an agreement between COUNTY and the providing agency.

If an Agency represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then Agency certifies that:

- i. Agency agrees to provide public services in a manner free from religious influence;
- ii. Agency will not discriminate in employment practices based on religion;
- iii. Agency will not discriminate against program applicants based on religion;
- iv. Agency will not give preference to certain religions in the provision of housing and services;
- v. Agency will provide no religious instructions while providing the public services;
- vi. Agency will not provide religious services or other forms of proselytizing while providing the public services; and
- vii. Agency will exert no other religious influence in providing housing or services.

13. COUNTY agrees to abide by, and shall agencies selected for CDBG funding to abide by, the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- i. COUNTY shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- ii. No employee, officer or agent of COUNTY shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain

inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY and subrecipient agencies.

DRAFT

EXHIBIT D--Part II

CDBG INFORMATION - EUGENE

ONLY INCLUDE INDIVIDUALS & HOUSEHOLDS THAT DIRECTLY BENEFIT FROM CDBG FUNDING

Agency:

Reporting Period:

Program:

Activity:

SP Name:

NOTE: NUMBERS REPORTED FOR CDBG FUNDING ARE FOR THE FISCAL YEAR BEGINNING JULY 1 AND ENDING JUNE 30, THEREFORE, EACH JULY 1ST START OVER AT 0.

	Qtr 1 July-Sept	Qtr 2 Oct-Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	YTD
Unduplicated Individuals	0	0	0	0	0

INDIVIDUAL RACE & ETHNICITY

YTD YTD Combined

White	Non Hispanic					0
	Hispanic					0
Black/African American	Non Hispanic					0
	Hispanic					0
Black/African American & White	Non Hispanic					0
	Hispanic					0
Asian	Non Hispanic					0
	Hispanic					0
Asian & White	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & White	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & Black	Non Hispanic					0
	Hispanic					0
Native Hawaiian/Other Pacific Islander	Non Hispanic					0
	Hispanic					0
Other Racial Combination	Non Hispanic					0
	Hispanic					0
Race Unknown/Refused/Other and Non-Hispanic/Non-Latino						0
Race Unknown/Refused/Other and Hispanic/Latino						0
Race Known & Ethnicity Unknown/Refused						0
Race & Ethnicity Unknown/Refused/Other						0
Total Individuals						0
Total Hispanic Individuals						0

INCOME LEVEL (based on household income)

Income Level - Extremely Low-30%						0
Income Level - Low- 50%						0
Income Level - Moderate-80%						0
Total Individuals	0	0	0	0	0	0

OTHER

Disabled Individuals						0
Female Head of Household						0

YTD

YTD # of Eugene individuals provided with X						0
Annual goal of Eugene individuals provided with X	0					
% of annual goal						#DIV/0!

CDBG-Springfield

2017-19 Master Grant Agreement Program Elements:
CSBG, ESG, EHA, SHAP, HSP, HTBA, LIRHF, LIHEAP, OEAP

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 01
Community Services Block Grant (CSBG) Program

- 1. Description.** The Community Services Block Grant (CSBG) Program is a federal, anti-poverty block grant program that provides funds for distribution principally to Oregon’s local community action agencies to create programs and services that reduce the causes of poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
- 2. Definitions.** Certain words in this Program Element 01 have the meanings provided herein, as stated in Public Law 105-285, OAR 813-210, OAR 813-230, 45 CFR 96 or as otherwise provided by OHCS, unless the context clearly requires otherwise:

“*Applicant*” means any person who applies to receive CSBG benefits. Applicants include CSBG participants applying for recertification.

“*CAPO*” means Community Action Partnership of Oregon.

“*Department*” or “*OHCS*” means the Housing and Community Services department for the state of Oregon.

“*Funding agreement*” means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.

“*HHS*” means U.S. Department of Health and Human Services.

“*HMIS*” means Homeless Management Information System.

“*Household*” means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.

“*Low-income household*” means a household with an annual household income at or less than 125% of the poverty line.

“*Migrant and seasonal farmworker organization*” means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.

“*Program*” or “*CSBG*” means the Community Services Block Grant program administered by the department pursuant to this division and other applicable law.

“*Program requirements*” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local, and federal laws and regulations (including these rules and other applicable department rules), executive orders, local ordinances and codes.

“*Program services*” means allowable antipoverty services and activities designed to reduce and mitigate the impact of poverty by addressing the needs of low-income households.

“*Poverty guidelines*” or “*poverty line*” means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.

“*ROMA*” means Results Oriented Management Accountability.

“*Subgrantee*” or “agency” means a private, nonprofit corporation organized under ORS chapter 65 or a local government as defined in ORS 197.015 that is designated as a community action agency, migrant and seasonal farmworker organization or other eligible entity under ORS 458.505 with which the department has contracted to administer program services and activities at the local level.

“*Subrecipient*” means a nonprofit corporation established under ORS chapter 65; a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“*Work*” means all obligations to be performed by SUBGRANTEE under this Agreement, including but not limited to the terms and conditions of this Program Element

“*Work Plan Application*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Funding Agreement, including its local workplan application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.569, Public Law 105-285, OAR 813-210, OAR 813-230, and 45 CFR 96. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer CSBG funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee shall, and shall cause and shall require its subrecipients by contract to use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this agreement. Subgrantee shall adhere to the HHS CSBG administrative efficiency measure of a maximum of 17% or a reasonable measure as approved by OHCS. Allowable administrative costs are defined as costs related to the general management of the grantee organization. Allowable program costs are defined as costs that can be specifically identified with program activities including but not limited to, management, service delivery and data collection, undertaken by Subgrantee or subrecipients to achieve an outcome intended by the funding program.
 - 2) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that funds allocated through CSBG shall be used to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families.
 - 3) Subgrantee shall use program funds to implement different strategic approaches designed to reduce or eliminate one or more conditions that block the achievement of economic self-sufficiency for low-income

households. Such strategies must have measurable and potentially major impact on the causes of poverty in communities in the service area where poverty is a particularly acute problem. Allowable services and activities may include, but are not limited to helping members of low-income households:

- a. Secure and retain meaningful employment;
 - b. Attain an adequate education;
 - c. Make better use of available income;
 - d. Obtain and maintain adequate housing and a suitable living environment;
 - e. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment-related assistance;
 - f. Remove obstacles and solve problems that block the achievement of self-sufficiency;
 - g. Achieve greater participation in the affairs of the community; and
 - h. Make effective use of other programs related to the purpose of this OAR chapter 813, division 210.
- 4) Subgrantee shall also use program funds for a variety of services and activities intended to reduce or eliminate poverty conditions in communities in the service area, including but not limited to:
- a. Providing on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor;
 - b. Coordinating and establishing linkages between government and other social service programs to assure the effective delivery of such services to low income households; and
 - c. Encouraging the participation of private sector entities in community efforts to ameliorate poverty in the service area.
- 5) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that households receiving CSBG program benefits do not have annual incomes which exceed 125% of the federal poverty level. Income verification includes, but is not limited to: wages (pay stubs), assistance payments such as alimony, SSI, TANF, child support, veteran's benefits, unemployment benefits, worker's compensation, retirement/pension and social security benefits. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of CSBG funds and shall repay such funds to OHCS within thirty (30) days written demand by OHCS.
- 6) Subgrantee shall, and shall cause and shall require its subrecipients by contract to have documented Denial, Appeal, and Fair Hearing procedures for CSBG applicants satisfactory to OHCS. These policies and procedures must be accessible to applicants upon request. Households that believe they have been discriminated against during local hearing processes may request to appeal with OHCS.
- 7) Subgrantee shall establish and maintain regular subrecipients monitoring practices (if applicable). An established process for subrecipients monitoring must be outlined in the subrecipients contract, as well as local documentation (e.g. staff policy/procedure manuals) satisfactory to OHCS. Subgrantee shall obtain prior written approval from OHCS when renewing or adding additional subrecipients.

- 8) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain procedures for preventing, detecting and dealing with fraud. Established processes must be outlined in local documentation (e.g. staff policy/procedure manuals) satisfactory to OHCS.
- 9) Subgrantee shall, and shall cause and shall require its Subrecipients by contract to assure that all necessary documentation is included in household files, all in form and substance satisfactory to OHCS. Required documents for each applicant household are as follows:
 - a. Application/intake form that includes client characteristic data;
 - b. Intake form has language stating *all information contained on form is true and correct to the best of my knowledge* and is signed by applicant and staff member;
 - c. Verification that household income does not exceed 125% of the FPL;
 - d. Documentation of income or self-declaration for clients with zero income;
 - e. Evidence that client was apprised of grievance procedures;
 - f. Authorization of Release of Information, signed and dated by client and staff member;
 - g. Confidentiality statement, signed and dated by client and staff member;
 - h. If applicable, evidence that the client was informed of their potential eligibility for child support services and informed of the locations of local resources;
 - i. Entrance, exit date, reason for exiting the program, housing status at exit; and
 - j. Such other documentation as OHCS may from time to time require.
- 10) Subgrantee shall, and shall cause and shall require its subrecipients by contract to allow OHCS and HHS access to, and to furnish to OHCS, whatever information and/or documentation OHCS determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit representatives of OHCS to visit its sites and require subrecipients to permit OHCS and HHS to visit their sites, to inspect same, and to review, audit, and copy all records OHCS or HHS deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee shall, and shall cause and shall require its subrecipients by contract to cooperate fully with OHCS and HHS.
- 11) Subgrantee shall administer the Community Services Block Grant program through a tripartite board composed of 1/3 public officials, no fewer than 1/3 are representative of low-income individuals and families and 1/3 are officials or members of business, industry labor, religious, law enforcement, education or other major groups and interests in the community served.

4. Program Specific Reporting.

- A. Subgrantee will, and will cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to, ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B. Subgrantee shall, and shall cause and shall require its Subrecipients by contract to submit to the satisfaction of OHCS all reports as required in the Master Grant Agreement including the:
 - 1) Annual submission of the CSBG IS report, by date determined by OHCS.

2) Annual submission of Organizational Standards Assessment, by date determined by OHCS.

C. Subgrantee shall provide additional reports as needed or requested by OHCS.

D. Subgrantee may request a reporting deadline extension when necessary.

E. Subgrantee agencies shall maintain accurate financial records satisfactory to the department, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.

F. Subgrantee agencies also shall maintain other program records satisfactory to the department, which document, *inter alia*, client eligibility, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.

G. Subgrantee agencies shall provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, including but not limited to quarterly reports covering items set forth in OAR 813-210-0025(2) and (3), which shall be in a format prescribed by the department. Such quarterly reports shall be coded in such a way as to allow the linking and analysis of expenditures for each separate service funded by the program.

H. Subgrantee agencies and their subcontractors shall furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.

I. Subgrantee agencies and their subcontractors shall retain and keep accessible all program records for a minimum of five (5) years, or such longer period as may be required by applicable law and state records retention requirements, following final payment and termination of program involvement, or until the conclusion of any audit, controversy or litigation arising out of or related to the program, whichever date is later.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 02
Emergency Solutions Grant (ESG) Program

1. Description. The Emergency Solutions Grant (ESG) provides federal funds to support local programs in assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in 24 CFR Part 576, OAR 813.145 as amended, or as otherwise provided by OHCS, unless the context clearly requires otherwise:

“Certified household” means an individual, family or household whose homeless status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department or “OHCS” means the Housing and Community Services department for the state of Oregon.

“Emergency shelter” means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.

“Extremely low income” means an annual household income that is 30% or less of area median income based on HUD guidelines adjusted for family size.

“Funding agreement” or *“agreement”* means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the department for a program grant.

“HMIS” means Homeless Management Information System.

“Homeless” means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.

“Household” means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit.

“Household income” means the total household income from all sources before taxes. Income under this definition may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“HUD” means the U.S. Department of Housing and Urban Development.

“Program” or *“ESG”* means the Emergency Solutions Grant program administered by the department pursuant to this division and other applicable law.

“Program manual” or *“manual”* means the Emergency Solutions Grant Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“Program participant” means a household who receives program services.

“Program requirements” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813-145 as amended, other applicable department rules, and the manual), executive orders, local ordinances and codes.

“Program services” means allowable services for street outreach, emergency shelter, rapid re-housing, homelessness prevention, and data collection as defined in the department program manual and eligible for funding under the program.

“Subgrantee agency” or *“agency”* or *“subgrantee”* means a private, nonprofit corporation under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, with whom the department has contracted to administer program services at the local level.

“Subrecipient” or *“subcontractor”* means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“Work plan” or *“plan”* means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than 2.5 percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
 - 4) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
 - 5) Subgrantee will, and will cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 6) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible

to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.

- 7) Subgrantee will, and will cause and require its subrecipients by contract to comply with department minimum written standards for providing program services and established Continuum of Care standards as identified in 24 CFR 576.400(e).
- 8) Subgrantee will, and will cause and require its subrecipients by contract to provide program services only to eligible households who are homeless or qualify as at risk of homelessness as defined in the program manual.
- 9) Subgrantee will, and will cause and require its subrecipients by contract to meet OHCS and HUD recordkeeping requirements for the adequate documentation of homeless and at risk of homelessness status when determining the eligibility of households served with program funds.
- 10) Subgrantee will, and will cause and require its subrecipients by contract to re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- 11) Subgrantee and subrecipients may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds will be outlined and approved by OHCS in the subgrantee's work plan application.
- 12) Subgrantee will, and will cause and require its subrecipients by contract, to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 13) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 14) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 15) Subgrantee will, and will cause and require its subrecipients by contract to assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards.
- 16) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to, ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement including the "Quarterly Provider Report", as directed by OHCS. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5. Match Requirements.

- A) Subgrantee will make matching contributions, in compliance with 24 CFR 576.201 to supplement the program in an amount that equals the subgrantee's total fund allocation. Subgrantee may obtain matching cash and noncash contributions from any source that meets program requirements except for the expenditure limits identified in 24 CFR 576.100. Program requirements for matching include, but are not exclusive to:
 - 1) Subgrantee will not use federal funds if those funds:
 - i) are prohibited from being used to match program funds; and
 - ii) are being used to match another federal grant or award.
 - 2) Subgrantee program match will be provided and expended within the subgrantee's program grant award period.
 - 3) Subgrantee contributions used to match a previous program grant will not be used to match a subsequent program grant.
 - 4) Subgrantee will calculate the amount of cash and noncash contributions in compliance with 24 CFR 576.201.
- B) Subgrantee shall report matching contributions on the Quarterly Provider Report.
- C) Subgrantee may request a waiver to the match requirement when circumstances limit capacity to provide the program required 100% match for OHCS approval or disapproval.

6. Performance Measures.

- A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 03
Emergency Housing Assistance (EHA)

1. Description. Emergency Housing Assistance (EHA) provides state funds to supplement existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA funds are available for eight program service components: street outreach, emergency shelter; transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; data collection and; community capacity building designed to enhance, expand or sustain homeless services.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in OAR 813.046 as amended, ORS 458.600 to 458.650, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Certified household” means an individual, family or household whose homeless status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the Housing and Community Services department for the state of Oregon.

“Emergency shelter” means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.

“Extremely low income” means an annual household income that is 30% or less of area median income based on HUD determined guidelines adjusted for family size.

“Funding agreement” or *“agreement”* means that master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the department for a program grant.

“HMIS” means Homeless Management Information System.

“Homeless” means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

“Household income” means the total household income from all sources before taxes. Income under this definition may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“HUD” means U.S. Department of Housing and Urban Development.

“Low income” means an annual household income that is more than fifty (50) percent but at or below eighty (80) percent of the area median income based on HUD determined guidelines as adjusted for family size.

“Program” or *“EHA”* means the Emergency Housing Assistance program administered by the department pursuant to this division and other applicable law.

“*Program manual*” or “*manual*” means the State Homeless Funds Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“*Program participant*” means a household that receives program services.

“*Program requirements*” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813.046 as amended, other applicable department rules, and the manual), executive orders, local ordinances and codes.

“*Program services*” means allowable services for emergency shelter, transitional housing, rapid re-housing, homelessness prevention, supportive in-home services, veteran’s housing stabilization services, data collection and community homeless system capacity building activities as defined in the department program manual and eligible for funding under the program.

“*Self-sufficiency*” means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care, and accessing needed services.

“*Subgrantee agency*” or “*agency*” or “*subgrantee*” means a private, nonprofit corporation organized under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or local government as defined in ORS 197.015 with whom the department has contracted to administer program services at the local level.

“*Subrecipient*” or “*subcontractor*” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“*Very low income*” means an annual household income that is fifty (50%) or less of the area median income based on HUD determined guidelines adjusted for family size.

“*Veteran*” means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a nonservice-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.

“*Work Plan*” or “*plan*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.046 as amended, and ORS 458.600 to 458.650. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than ten (10) percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.

- 2) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used only for program services consistent with program requirements.
- 3) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding. A department determined portion of program funds will be allocated to exclusively serve veterans in compliance with HB 2417.
- 4) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by OHCS.
- 5) Subgrantee will, and will cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 6) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 7) Subgrantee will, and will cause and require its subrecipients by contract to provide program services only to eligible households who are homeless or at risk of homelessness.
- 8) Subgrantee will, and will cause and require its subrecipients by contract to assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, that are homeless or unstably housed and at risk of becoming homeless.
- 9) Subgrantee will, and will cause and require its subrecipients by contract to meet OHCS recordkeeping requirements for the adequate documentation of homeless, at risk of homelessness and veteran status when determining the eligibility of households served with program funds.
- 10) Subgrantee will, and will cause and require its subrecipients by contract to require all program participants as appropriate, to participate in programs or activities that will increase household self-sufficiency.
- 11) Subgrantee will, and will cause and require its subrecipients by contract to re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 12) Subgrantee and subrecipients may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds will be outlined and approved by OHCS in the Subgrantee's work plan application. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 13) Subgrantee will, and will cause and require its subrecipients by contract to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.

- 14) Subgrantee and its subrecipients may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 15) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 16) Subgrantee will, and will cause and require its subrecipients by contract to assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards.
- 17) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. EHA funds dedicated to veterans must be entered and reported separately from other EHA funded client data. Subgrantee will, and will cause and require its subrecipients to, ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement including the “Quarterly Provider Report” which is due twenty (20) days following the end of each quarter—October 20th, January 20th, April 20th and July 20th. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5. Performance Measures.

A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit. Statewide target is 80%.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 04
State Homeless Assistance Program (SHAP)

1) **Description.** The State Homeless Assistance Program (SHAP) provides state funds to help meet the emergency needs of homeless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for three program service components: emergency shelter operations, shelter resident support services and data collection.

2) **Definitions.** Certain words and phrases in this program element shall have the meanings provided herein, as stated in OAR 813.240 as amended, ORS 458.505 to 458.545, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Certified household” means an individual, family or household whose homeless status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the Housing and Community Services department for the state of Oregon.

“Emergency shelter” means any appropriate facility that has the primary purpose of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.

“Funding agreement” or *“agreement”* means that master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the department for a program grant.

“HMIS” means Homeless Management Information System.

“Homeless” means an individual, family or household that lacks a fixed, regular, and adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

“HUD” means the U.S. Department of Housing and Urban Development.

“Program” or *“SHAP”* means the State Homeless Assistance Program administered by the department pursuant to this division and other applicable law.

“Program manual” or *“manual”* means the State Homeless Funds Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“Program participant” means a household that receives program services.

“Program requirements” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813.240 as amended, other applicable department rules, and the manual), executive orders, local ordinances and codes.

“*Program services*” means allowable services and activities related to emergency shelter funding and operation including, but not limited to, operational costs, shelter conversion or rehabilitation, shelter resident support services, and data collection as defined in the department program manual and eligible for funding under the program.

“*Subgrantee agency*” or “*agency*” or “*subgrantee*” means a private, nonprofit corporation organized under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, with whom the department has contracted to administer program services at the local level.

“*Subrecipient*” or “*subcontractor*” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235 or local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“*Work plan*” or “*plan*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is a part of its approved funding application, and included in its funding agreement with the department.

3) **Scope of Work.**

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.240 as amended and ORS 458.505 to 458.545. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than 10 percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Subgrantee will and will cause and require its subrecipients by contract to assure that program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
 - 4) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
 - 5) Subgrantee will, and will cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 6) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
 - 7) Subgrantee will, and will cause and require its subrecipients by contract to provide program services only to eligible households who are homeless.

- 8) Subgrantee will, and will cause and require its subrecipients by contract to meet OHCS recordkeeping requirements for the adequate documentation of meeting the homeless definition when determining the eligibility of households served with program funds.
- 9) Subgrantee and subrecipients may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds will be outlined and approved by OHCS in the subgrantee's work plan.
- 10) Subgrantee will, and will cause and require its subrecipients by contract to have denial, termination, appeal and fair hearing procedures accessible to applicants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearing will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 11) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 12) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 13) Subgrantee will, and will cause and require its subrecipients by contract to assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of homeless status in compliance with department documentation standards.
- 14) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits, and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4) Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to assure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement the “Quarterly Provider Report”, as directed by OHCS. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5) Performance Measures.

- A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program. Preliminary statewide target is 30%.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 05
Housing Stabilization Program

1. Description. The Housing Stabilization Program (HSP) provides temporary financial assistance and support services to stabilize housing for low income eligible families who are homeless or unstably housed and at risk of losing their housing. HSP funds are available for four program service components: housing related costs, auxiliary services, case management and data collection pursuant to CFDA 93.558, 45 CFR 260, 263 and 264.50, 42 U.S.C. 7, OAR 813.051 as amended, and ORS 124.060-065, 411.320, 419B.010-015, 430.735-765, 458.505 to 458.545.

2. Definitions. Certain words and phrases in this program element shall have the meanings herein, as stated in 42 U.S.C. 7, OAR 813.051 as amended, or as otherwise provided by OHCS, unless the context clearly requires otherwise:

“Certified household” means an eligible family household whose homeless status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the Housing and Community Services department for the state of Oregon.

“DHS” means the Department of Human Services for the state of Oregon.

“Eligible dependent child” means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.

“Eligible family household” means a low income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.

“Funding agreement” or *“agreement”* means that master grant agreement other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the department for a program grant.

“HHS” means the U.S. Department of Health and Human Services.

“HMIS” means Homeless Management Information System.

“Homeless” means an eligible family household that lacks a fixed, regular and adequate and/or nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.

“Household income” means the total eligible family household income before taxes from all sources, subject to being reduced by the amount of Social Security income and other deductions allowed by the department. Income does not include assets and funds over which the applicant has no control except as identified in the program definition of low income.

“Low income” means eligible family household income at or below 150% of the federal poverty line and household assets that do not exceed \$2,500.

“Maintenance of effort” means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.

“Poverty guidelines” or *“poverty line”* means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.

“*Program*” or “*HSP*” means the Housing Stabilization Program administered by the department pursuant to this division and other applicable law.

“*Program manual*” or “*manual*” means the Housing Stabilization Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“*Program participant*” means a household that receives program services.

“*Program requirements*” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR813.051 as amended, other applicable department rules and the manual), executive orders, local ordinances and codes.

“*Program services*” means allowable temporary financial assistance, housing support services, auxiliary services, case management, and data collection as defined in the department program manual and eligible for funding under the program.

“*Subgrantee agency*” or “*agency*” or “*subgrantee*” means a private, nonprofit organization organized under ORS chapter 65, a housing authority established under 456.055 to 456.235, or a local government as defined in ORS 197.015 with whom the department has contracted to administer program services at the local level.

“*Subrecipient*” or “*subcontractor*” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with subgrantee agency to provide program services.

“*TANF*” means Temporary Assistance to Needy Families.

“*Work plan*” or “*plan*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.558, 45 CFR 260, 263 and 264.50, OAR 813.051 as amended and ORS 124.060-065458.505 to 458.545. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than 10 percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Subgrantee will, and will cause and require its subrecipients by contract to assure that all program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its subrecipients by contract to expend grant funds only for reimbursement of allowable costs incurred within the terms and conditions of this agreement, specific program requirements (including OHCS directives) and applicable law.

- 4) Subgrantee will, and will cause and require its subrecipients by contract to assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 5) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 6) Subgrantee will, and will cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements. Subgrantee is strongly encouraged to also align its evaluation process with its local DHS branch assessment process.
- 7) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 8) Subgrantee will, and will cause and require its subrecipients by contract to assure that all household income is counted to determine eligibility for program services. Countable income must be equal to or below the program income limit (at or below 150% of the Federal Poverty Guidelines) in the month of application.
- 9) Subgrantee will, and will cause and require its subrecipients by contract to provide program services only to eligible family households who are homeless or unstably housed and at risk of becoming homeless. Subgrantee may utilize program funds to address specific needs of various homeless subpopulations. Specific targeting of funds will be outlined and approved by OHCS in the subgrantee agency's work plan application.
- 10) Subgrantee will, and will cause and require its subrecipients by contract to assure that each program participant's housing or service plan is jointly developed and managed between staff and program participant. Coordination with local DHS branch offices is strongly encouraged including sharing of assessment and case plan documents to avoid unnecessary duplication of effort.
- 11) Subgrantee will, and will cause and require its subrecipients by contract, to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to an appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 12) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 13) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g., staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and eligible family household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.

- c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 14) Subgrantee will, and will cause and require its subrecipients by contract to assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards, verification of income program eligibility.
- 15) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to assure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement including the “Quarterly Provider Report”, as directed by OHCS. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5. Maintenance of Effort Requirements.

- A) Subgrantee will make maintenance of effort contributions in compliance with 45 CFR 92.24, 92.3, 263.2 through 263.6 to supplement the program in an amount that equals subgrantee’s total fund allocation and in compliance with the following requirements:
 - 1) Subgrantee may obtain maintenance of effort cash contributions not otherwise counted towards a federal cost-sharing or matching requirement from any nonfederal source including state, local and private. State funds exclude funds expended under the Medicaid program, and funds from a prior fiscal year. Contributions must not have been used for any maintenance of effort for a previous program grant.
 - 2) Subgrantee may obtain maintenance of effort value of third party in-kind contributions if the expenditure is verifiable and meets applicable requirements in 45 CFR 92.3, 92.24 and 263; AND is not otherwise counted towards a federal cost-sharing or matching requirement. OHCS must approve the methodology used for in-kind valuation prior to including the value on the quarterly report. OHCS approval will include verifying with DHS that the valuation meets federal TANF maintenance of effort requirements.
 - 3) Subgrantee required maintenance of effort must be provided and expended within each quarter of the subgrantee’s program grant award year.

- 4) Subgrantee maintenance of effort contributions will meet MOE requirements as defined in the program manual and must be provided to households that meet program eligibility requirements except income eligibility which can be 250% or less of the federal poverty line. MOE services must meet one or more of the following TANF purposes:
 - Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
 - End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; or
 - Encourage the formation and maintenance of two-parent families.
- 5) Subgrantee shall report maintenance of effort contributions on the Quarterly Provider Report.

6. Performance Measures.

- A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.

(The reminder of page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 06
HOME Tenant Based Assistance Program

1. Description. The HOME Tenant Based Assistance (HOME TBA or HTBA) program provides financial assistance to very low income households to enable them to rent market-rate housing units. The program's rental subsidies, known as "tenant-based rental assistance", assist tenants to pay a portion of their housing costs including, rent, utilities and refundable security deposit.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in 24 CFR 92, 42 U.S.C. 12701 et. seq., ORS 456.620, ORS 458.505, OAR 813.120, particularly 813-120-0010(37) and 813-120-0045(7) as amended, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Adjusted income” means a household's annual income less specified allowances determined by the department in compliance with HUD requirements, including allowances for dependents, elderly family members, handicapped or disabled members and child care expenses.

“Applicant” means an individual or entity that has applied for HOME TBA funds.

“Certified household” means an individual, family or household whose eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the Housing and Community Services department for the state of Oregon.

“Funding agreement” or *“agreement”* means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency's application to the department for a program grant.

“HMIS” means Homeless Management Information System.

“HOME” means HUD's HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.

“Household” means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit.

“Housing” means rental unit, which may be in a rental complex or a free-standing single family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.

“HUD” means the U.S. Department of Housing and Urban Development.

“Program” or *“HOME TBA”* or *“HTBA”* means the HOME Tenant Based Assistance program administered by the department pursuant to this division and other applicable law.

“*Program manual*” or “*manual*” means the HOME Tenant Based Assistance Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“*Program participant*” means a household who receives program services.

“*Program requirements*” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813-120 as amended, other applicable department rules, and the manual), executive orders, local ordinances and codes.

“*Program services*” means allowable housing assistance to defray housing costs including rent, utility costs, refundable security deposits and/or utility deposits as defined in the department program manual and eligible for funding under the program.

“*Subgrantee agency*” or “*agency*” or “*subgrantee*” means a private, nonprofit corporation under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, with whom the department has contracted to administer program services at the local level.

“*Subrecipient*” or “*subcontractor*” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“*Very low income*” means an annual household income that is fifty (50) percent or less of the area median income based on HUD determined guidelines adjusted for family size.

“*Work Plan*” or “*plan*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A) Subgrantee shall, and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 14.239, 42 USC 12701 et. seq., 24 CFR 92, ORS 456.620, ORS 458.505 and OAR 813.120. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than five (5) percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide services outlined in this agreement.
 - 2) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.

- 4) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are committed or expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 5) Subgrantee will develop a written tenant selection plan in compliance with program requirements as satisfactory to and approved by the department.
- 6) Subgrantee will, and will cause and require its subrecipients by contract to affirmatively market the program to the broadest possible range of potential applicant households including but not limited to those who may have barriers to applying due to language, geography or disability.
- 7) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 8) Subgrantee will, and will cause and require its subrecipients by contract to meet OHCS and HUD recordkeeping requirements for the adequate documentation when determining the eligibility of households served with program funds.
- 9) Subgrantee will, and will cause and require its subrecipients by contract to require all program participants, as appropriate, to participate in programs or activities that will increase household self-sufficiency. NOTE: a program participant's refusal to continue with an established self-sufficiency plan cannot be grounds for termination of program participation.
- 10) Subgrantee will, and will cause and require its subrecipients by contract, to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 11) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 12) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which ensures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g., staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.

- d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 13) Subgrantee will, and will cause and require its subrecipients by contract to ensure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of income eligibility in compliance with department documentation standards.
- 14) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to ensure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement and in the program manual. Subgrantee may request a reporting deadline extension when necessary.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5. Match Requirement.

- A) Program matching funds may be required at the discretion of OHCS.
- B) Subgrantee shall report match as directed by OHCS.

6. Performance Measures.

- A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
 - 1) Increased housing stability as measured by the percentage of households served who maintained permanent housing for at least six months after exiting the program. Statewide target is 80%.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 07
Low Income Rental Housing Fund (LIRHF)

1. Description. The Low Income Rental Housing Fund (LIRHF) program provides assistance to very low income tenants who are homeless or unstably housed and at risk of homelessness. LIRHF funds are available for three program service components: homeless prevention, rapid re-housing and data collection.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in OAR 813-049 as amended, ORS 456.620, 458.620, and ORS 458.650, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Certified household” means an individual, family or household whose housing status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Department” or *“OHCS”* means the Housing and Community Services department for the state of Oregon.

“Funding agreement” or *“agreement”* means that master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the department for a program grant.

“HMIS” means Homeless Management Information System.

“Household” means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit.

“Household income” means the total household income from all sources before taxes. Income under this definition may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“HUD” means U. S. Department of Housing and Urban Development.

“Program” or *“LIRHF”* means the Low Income Rental Housing Fund program administered by the department pursuant to this division and other applicable law.

“Program manual” means the State Homeless Funds Program Operations Manual as amended from time to time, incorporated herein by this reference. The manual may be accessed online on the department’s website.

“Program participant” means an individual or household receiving assistance paid with program funding.

“Program requirements” means all funding agreement terms and conditions (including work plan objectives), department directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813-049 as amended, other applicable department rules, and the manual), executive orders, local ordinances and codes.

“Program services” means allowable rental assistance and related housing costs including payment for refundable security deposits, rental arrears, application fees, and utility deposits and payments, as defined in the department program manual and eligible for funding under the program.

“*Subgrantee agency*” or “*agency*” or “*subgrantee*” means a private nonprofit corporation organized under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or local government as defined in ORS 197.015, with whom the department has contracted to administer program services at the local level.

“*Subrecipient*” or “*subcontractor*” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“*Very low income*” means an annual household income that is fifty (50) percent or less of the area median income based on HUD determined guidelines adjusted for family size.

“*Work plan*” or “*plan*” means the subgrantee agency’s plan for the use of program funds as approved by the department, which is part of its approved funding application, and included in its funding agreement with the department.

3. Scope of Work.

- A) Subgrantee will, and will cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813-049 as amended, ORS 456.620, 458.620 and ORS 458.650. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee will expend no more than seven (7) percent (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are used only for program services consistent with program requirements.
 - 3) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
 - 4) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are not provided to program participants who are receiving rental assistance through other public sources except for payment of refundable security deposits and/or utility deposits.
 - 5) Subgrantee will, and will cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS
 - 6) Subgrantee will, and will cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 7) Subgrantee and subrecipients may utilize program funds to address the specific needs of various homeless and unstably housed and at risk of becoming homeless subpopulations. Specific targeting of funds will be outlined in subgrantee’s work plan application and approved by OHCS.

- 8) Subgrantee will, and will cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 9) Subgrantee will, and will cause and require its subrecipients by contract to ensure that households receiving program funds are very low income.
- 10) Subgrantee will, and will cause and require its subrecipients by contract to periodically re-evaluate program participant eligibility and need for assistance in compliance with program requirements.
- 11) Subgrantee will and will cause and require its subrecipients by contract to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 12) Subgrantee and its subrecipients may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 13) Subgrantee will, and will cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which ensures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 14) Subgrantee will, and will cause and require its subrecipients by contract to ensure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards.
- 15) Subgrantee will, and will cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A) Subgrantee will, and will cause and require its subrecipients by contract to ensure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. Subgrantee will, and will cause and require its subrecipients to ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B) Subgrantee will, and will cause and require its subrecipients by contract to submit all reports as required in the agreement including the “Quarterly Provider Report”, as directed by OHCS. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C) Subgrantee will provide additional reports as needed or requested by OHCS.

5. Performance Measures.

- A) Subgrantee will, and will cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit. Statewide target is 80%.

(The remainder of this page left blank intentionally)

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 12
Low Income Home Energy Assistance Program

1. Description. The Low-Income Home Energy Assistance Program (LIHEAP) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. Services covered by LIHEAP include bill payment assistance, energy education, case management, weatherization, and other energy-related repairs.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in 42 U.S.C. 8621, ORS 458.505, 45 CFR 96, OAR 813-200, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Assurance 16 funds” means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.

“Crisis assistance” means the assistance provided to help low-income households to meet crisis situations such as supply shortages, loss of household heating or cooling, minor fuel source repairs, heating or cooling repairs/replacements, and other situations approved by the department as described in the state plan and energy assistance operations manual.

“Home energy supplier” means a supplier who either delivers home energy in bulk to households, or provides home energy continuously via wire or pipe.

“Household” means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.

“Legal requirements” means federal and state statutes applicable to LIHEAP, federal and state rules and regulations applicable to LIHEAP, the LIHEAP state plan, the energy assistance operations manual, and OHCS directives, all as amended from time to time. Legal requirements are, and shall be deemed by the parties to constitute, terms and conditions of this agreement.

“LIHEAP” means the Low-Income Home Energy Assistance Program.

“OHCS” means the State of Oregon, acting by and through its Housing and Community Services Department.

“HHS” means U.S. Department of Health and Human Services

“Subgrantee” means the public or private nonprofit organization which has entered into this agreement with OHCS to administer LIHEAP at the local level within a designated service area.

“Subrecipient” means a public or private nonprofit organization that enters into a written agreement with subgrantee satisfactory to OHCS to provide LIHEAP assistance to qualified participants.

“Work plan application” means subgrantee agency’s funding application, which is part of the contract between the OHCS and subgrantee agency.

3. Scope of Work.

- A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 2 U.S.C. 8621, ORS 458.505, 45 CFR 96, and OAR 813-200. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 3A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer LIHEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Subgrantee shall, and shall cause and shall require its subrecipients by contract to provide heating and cooling assistance with LIHEAP funds anytime between October 1st and September 30th as funding allows.
 - 2) Subgrantee shall, and shall cause and shall require its subrecipients by contract to provide crisis assistance from December 1st through March 15th. If direct service funds are exhausted before March 15th, subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, advocacy, and/or case management services. Subgrantee may choose to offer crisis assistance on a year-round basis.
 - 3) Subgrantee may request approval from OHCS program coordinator to extend timelines for any assistance component based on funding and operational circumstances.
 - 4) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHEAP assistance. This includes, but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - 5) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure applications for the LIHEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all households across their service area.
 - 6) Subgrantee shall, and shall cause and shall require its subrecipients by contract to ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including but not limited to phone, mail and/or home visits.
 - 7) Subgrantee may choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for a brief phase at the start of the heating or cooling season. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted households for more than a short period of time.
 - 8) Subgrantee may request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:

- a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b) Vulnerable populations as defined by the LIHEAP statute, including seniors, disabled, and families with young children.
 - c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 9) Subgrantees with Tribal LIHEAP Grantees (tribes who receive LIHEAP funds directly from HHS) in their service area shall, and shall cause and shall require its subrecipients by contract to make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHEAP program (e.g. out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHEAP funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that households receiving LIHEAP benefits are determined to be eligible based on guidelines provided annually by OHCS. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of LIHEAP funds.
- 11) Subgrantee shall, and shall cause and shall require its subrecipients by contract to use the benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine LIHEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that life-threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented to ensure compliance with federal requirements and must include comments outlining how the situation was addressed.
- 13) Subgrantee shall, and shall cause and shall require its subrecipients by contract to provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
- a) Bill payment assistance
 - b) Heating or cooling system repair or replacement- includes repair, replacement or conversion of inoperative, non-functional or unsafe household heating or cooling equipment necessary to alleviate potential crisis. When considering heating or cooling repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
 - c) Other equipment repair/replacement- includes repair or replacement of energy-related inoperative, non-functional, or unsafe household appliances/equipment necessary to alleviate home energy crisis. When considering equipment repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
 - d) Other emergency services- including, but not limited to, information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.
- 14) Subgrantee shall, and shall cause and shall require its subrecipients by contract to notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.

- 15) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that LIHEAP Assurance 16 funds are used to reduce household energy burden, improve utility payment patterns, promote energy conservation and improve household self-sufficiency. Subgrantee shall outline policies and procedures for awarding Assurance 16 funding in their local Work Plan Application.
- 16) Subgrantee shall, and shall cause and shall require its subrecipients by contract to have documented Denial, Appeal, and Fair Hearing procedures for LIHEAP applicants as outlined in the LIHEAP State Plan and the Energy Assistance Operations Manual. These policies and procedures must be available to applicants upon request.
- 17) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that participating home energy supplier sign and comply with vendor contracts. Subgrantee shall, and shall cause and shall require its subrecipients by contract to ensure that no home energy supplier is paid with LIHEAP funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
- 18) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for authenticating all home energy suppliers paid with LIHEAP funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 19) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for paying home energy suppliers within 45 days of committing a LIHEAP benefit, unless otherwise specified in the vendor contract.
- 20) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for assuring that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
- 21) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures LIHEAP program integrity. This includes the following procedures to be established and outlined in local documentation (e.g. staff policy/procedure manuals):
 - a) Subgrantee shall establish and maintain regular subrecipients monitoring practices (if applicable). Subgrantee shall obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for energy assistance services.
 - d) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear procedures, satisfactory to OHCS, for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 22) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain accurate program records necessary for reporting and monitoring, and in accordance with the following terms and conditions:
- a) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that all necessary documentation is included in the client file. Required documents for each applicant household are outlined in the annual Energy Assistance Operations Manual.
 - b) Subgrantee shall, and shall cause and shall require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to LIHEAP at any reasonable time, with or without benefit of prior notification.
- 23) Subgrantee shall, and shall cause and shall require its subrecipients by contract to not use LIHEAP funds to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submit Standard-Form-LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

4. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to ensure that data collection and reporting for LIHEAP funded activities be conducted through the use of OHCS approved OPUS database. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain record of leveraged resources as outlined in the LIHEAP State Plan. Subgrantees must use this documentation to complete and submit the LIHEAP Leverage report, satisfactory to OHCS, due annually by October 15th.
- C. Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit all reports as required in the Master Agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
- D. Subgrantee shall provide additional reports as needed or requested by OHCS.
- E. Subgrantee may request a reporting deadline extension when necessary.

5. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its LIHEAP program in a manner designed to achieve the following performance goals:
 - 1) Increased energy stability as measured by the number of households served statewide prior to disconnect or out of fuel. The statewide target is 95%.

2017-2019 MASTER GRANT AGREEMENT
Exhibit A, Program Element 14
Oregon Energy Assistance Program

1. Description. The Oregon Energy Assistance Program (OEAP) provides electric bill payment assistance to low-income households who have an account with Portland General Electric or Pacific Power utility vendors.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in ORS 757.612, OAR 813-202, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Crisis assistance” means the assistance provided to low income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.

“Home energy supplier” means Portland General Electric and Pacific Power utility vendors.

“Household” means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.

“Legal requirements” means federal and state statutes applicable to OEAP, federal and state rules and regulations applicable to OEAP, the energy assistance operations manual, and OHCS directives, all as amended from time to time. Legal requirements are, and shall be deemed by the parties to constitute, terms and conditions of this Agreement.

“LIHEAP” means the Low Income Home Energy Assistance Program.

“OEAP” means the Oregon Energy Assistance Program.

“OHCS” means the State of Oregon, acting by and through its Housing and Community Services Department.

“Sub-grantee” means the public or private nonprofit organization which has entered into this agreement with OHCS to administer OEAP at the local level within the designated service area.

“Sub-recipient” means a public or private nonprofit organization that enters into a written agreement with Subgrantee satisfactory to OHCS to provide OEAP assistance to qualified applicants.

“Work plan application” means Subgrantee agency’s funding application, which is part of the contract between OHCS and the Subgrantee agency.

3. Scope of Work.

A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local workplan application as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813-202. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this agreement.

- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer OEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that outreach is performed in a manner which ensures all eligible households are made aware of available OEAP assistance. This includes, but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantees may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - 2) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure applications for the OEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all eligible households across their service area.
 - 3) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including but not limited to phone, mail and/or home visits.
 - 4) Subgrantee may request approval to target specific services to allowable populations based on community need. Clear policies for client application, eligibility and outreach practices must be outlined in the local workplan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b) Vulnerable Populations as defined by the LIHEAP program statute, including seniors, disabled, and families with young children.
 - c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
 - 5) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that households receiving OEAP benefits are eligible based on guidelines provided by OHCS. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of OEAP funds.
 - 6) Subgrantee shall, and shall cause and shall require its subrecipients by contract to use the statewide benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine OEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
 - 7) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that life-threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented and must include comments outlining how the situation was addressed.
 - 8) Subgrantee shall, and shall cause and shall require its subrecipients by contract to notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.
 - 9) Subgrantee shall, and shall cause and shall require its subrecipients by contract to have documented Denial, Appeal, and Fair Hearing procedures for OEAP applicants. These policies and procedures must be accessible to applicants upon request.

- 10) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that participating home energy suppliers sign and comply with vendor contracts. Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that no home energy supplier is paid with OEAP funds without a signed contract.
- 11) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for paying home energy suppliers within 45 days of committing an OEAP benefit, unless otherwise specified in the vendor contract.
- 12) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for assuring that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
- 13) Subgrantee shall, and shall cause and shall require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures OEAP program integrity. This includes the following procedures to be established and outlined in local documentation (e.g. staff policy/procedure manuals):
 - a) Subgrantee shall establish and maintain regular subrecipient monitoring practices (if applicable). Subgrantee shall obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for energy assistance services.
 - d) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain clear procedures, satisfactory to OHCS, for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 14) Subgrantee shall, and shall cause and shall require its subrecipients by contract to maintain accurate program records necessary for reporting and monitoring, and in accordance with the following terms and conditions:
 - a) Subgrantee shall, and shall cause and shall require its subrecipients by contract to assure that all necessary documentation is included in the client file. Required documents for each applicant household are outlined in the annual Energy Assistance Operations Manual.
 - b) Subgrantee shall, and shall cause and shall require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to OEAP at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to ensure that data collection and reporting for OEAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit all reports as required in the Master Agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
- C. Subgrantee shall provide additional reports as needed and requested by OHCS.
- D. Subgrantee may request a reporting deadline extension when necessary.

5. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its OEAP program in a manner designed to achieve the following performance goals:
 - 1) Increased energy stability as measured by the percentage of households served statewide prior to disconnect or out of fuel. The statewide target is 95%.

(The remainder of this page left blank intentionally)

Energy Services Program Information

Energy Assistance Services Overview

The purpose of energy assistance programs is to provide financial assistance to income eligible households to offset home energy costs, especially in the winter. Existing Lane County contracts with agencies providing energy assistance will continue through Sept 30, 2017. Energy assistance services provided through contracts resulting from this RFP will begin October 1, 2017.

Energy assistance providers normally receive a large volume of applicant phone calls and walk-ins during the fall. The majority of households attend eligibility screening appointments in a community service center. Some energy assistance applications are mailed to applicants in special circumstances. In rare cases, when an applicant is unable to apply through the mail or attend an in-office appointment, the community service center must provide an energy assistance appointment in the applicant's home.

Community service centers providing energy assistance eligibility screening appointments are required to provide energy education to household members attending eligibility screening appointments.

Community service centers must provide immediate access to energy assistance services to households at immediate risk of losing their energy service with verified medical or other crisis criteria. All other households that do not meet the crisis criteria are served on a first-come, first-served basis and are placed on a waiting list.

The community service center staff delivering energy assistance activities will data enter payment and activity information directly into a web-based OPUS database at time of intake. The deadline for agencies to submit energy assistance applications is either 10 or 15 days from the intake date to the date received at the Human Services Division. Agencies that do not perform a secondary internal review of their work before submitting to the Human Services Division have 10 days from the intake date to the date received at Human Services Division. Agencies that do perform a secondary internal review of their work before submitting to the Human Services Division have 15 days from the intake date to the date received at the Human Services Division.

More information on the funding for Energy Services can be found in the Funding Source Summaries and Funding Source Exhibits in this Resource Manual.

2017-19 Management Qualifications Packet

The 2017-19 Management Qualifications packet will be available February 2017. It must be completed and must meet the minimum scoring criteria prior to contract execution. If you would like a copy of the 2015-17 Management Qualifications packet for reference, please contact Robin Scott at robin.scott@co.lane.or.us.

Service Point HMIS System

ServicePoint is a Management Information System used to record and share information among service-providers on services provided to at-risk, homeless, or near homeless clients. ServicePoint is project of the NW Social Service Connections (NWSSC) of the Portland Housing Bureau project.

Information about ServicePoint, including the user manual can be found on the Lane County Human Services Division website:

<https://lanecounty.hosted.civiclive.com/cms/One.aspx?portalId=3585881&pageId=4213746>

Additional information can be found on the City of Portland, Portland Housing Bureau website:

<http://www.portlandoregon.gov/phb/60725>

Coordinated Entry

Lane County Coordinated Entry Summary

Homeless households in the community access “Front Doors” located at various social service agencies. The Front Doors complete an assessment with the household and make a referral to the Central Wait List (CWL). The referrals are received by Lane County Human Services Division Staff. Then, the households are prioritized based on need and length of time homeless. Households are referred to housing programs as space is available. The housing programs participating in Coordinated Entry no longer maintain their own waitlists and do not have to recruit households for programs. They are able to serve the neediest households in the community and households no longer must advocate for themselves at multiple agencies to access housing programs.

In 2012 the U.S. Department of Housing and Urban Development released policy guidance in the form of an interim rule regarding the requirements related to governance structures as well as the eligible services and activities provided through the Continuum of Care (CoC) Grant Program.

The Interim Rule requires each CoC to implement a Centralized intake or Coordinated Assessment System, which HUD defines as “a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.”

The term ‘Coordinated Entry’ (CE) used by Lane County CoC (OR-500) is synonymous with the Coordinated Assessment System as defined by HUD.

Homeless households throughout the community are directed to the established “Front Doors” for pre-eligibility screening, assessment, and referral to the Centralized Housing Waitlist (CWL).

A Front Door is one of the agreed upon entry points into the Coordinated Entry System, and is a site which completes formal screening and/or assessments for clients’ entry into the housing programs provided funded by HUD’s ESG and CoC grant programs for the Homeless Assistance System.

Screening and assessment collects information to guide housing referrals based on program eligibility and services offered for Rapid Re-Housing (RRH), Transitional Housing (TH), and Permanent Supportive Housing (PSH).

Although the hours of operation and manner of interactions with clients (i.e. phone or face-to-face) may differ by location, households presenting to the established, mutually agreed upon Front Doors for screening and assessment receive equivalent services regardless of the Front Door at which they present.

Front Doors utilize ServicePoint HMIS to document screening and assessment interactions.

Assessors at Front Door agencies generate referrals to the CWL for RRH, TH, and PSH via ServicePoint HMIS. These referrals are screened for accuracy by Lane County staff. Households are added to the lists as appropriate. The Central Waitlist (CWL) is posted weekly in ServicePoint and is accessible to Front Door Assessors and housing providers.

Households on the list are prioritized based on their household configuration, their acuity level, and the length of time homeless. There are currently three waitlists. They are: Transitional Housing for households with children; Rapid Re-housing for households with children and adult only households; Permanent Supportive Housing for households with children and adult only households. The Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) and the Vulnerability Index & Service Prioritization Decision Assistance Tool for families (VI-FSPDAT) has recently been incorporated into the screening process for households. This tool allows the waitlists for this population to be prioritized based on acuity.

When a TH, RRH, or PSH program has a projected opening for a household, authorized program staff request referrals from the CWL via email to HSD staff. The CWL will refer the number of HHs requested by the housing program within a reasonable amount of time. Referrals to housing programs are made using the eligibility criteria of the specific housing program.